

*United States Court of Appeals  
for the Second Circuit*



**APPENDIX**



# 76-4076

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IN THE  
**United States Court of Appeals**  
FOR THE SECOND CIRCUIT

NAZARETH REGIONAL HIGH SCHOOL,

*Petitioner,*

v.

NATIONAL LABOR RELATIONS BOARD,

*Respondent.*

ON PETITION TO REVIEW AND CROSS-APPLICATION TO  
ENFORCE AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD  
IN CASE NO. 222 NLRB NO. 156

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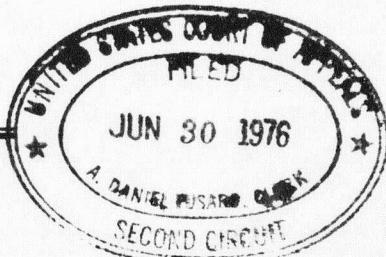
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**JOINT APPENDIX**

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CLIFTON, BUDD, BURKE & DE MARIA  
420 Lexington Avenue  
New York, N. Y. 10017  
*Attorneys for Petitioner*

NATIONAL LABOR RELATIONS BOARD  
1717 Pennsylvania Avenue, N.W.  
Washington, D.C. 20570  
*Respondent*



PAGINATION AS IN ORIGINAL COPY

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In the Matter of: Nazareth Regional High School

Case Nos.: 29-CA-3872 & 29-CA-4158

5.28.74 Charge filed in 29-CA-3872

12.23.74 Charge filed in 29-CA-4158

3.21.75 Order Consolidating Cases, Complaint, and Notice of Hearing, dated

4. 1.75 Petitioner's Motion for an extension of time to file its answer to the complaint, dated

4. 1.75 Petitioner's Motion for a clear and definite statement, dated

4. 2.75 Order Extending Time to Answer, dated

4. 3.75 Henry M. Hald High School Association's answer to the complaint, received

4.14.75 Henry M. Hald High School Association's Notice of Motion and Motion to Sever, received

4.14.75 Petitioner's request for a further extension of time to file an answer, received

4.14.75 Order Extending Time to Answer, dated

4.14.75 General Counsel's Opposition in Part and Reply in Part to a Motion for a More Definite Statement, dated

4.15.75 Petitioner's request for postponement of hearing, dated

4.16.75 General Counsel's Opposition to Motion to Sever, dated

4.21.75 Petitioner's Answer to complaint, received

4.23.75 Henry M. Hald High School Association's Reply to General Counsel's Opposition to Motion to Sever, received

4.24.75 Petitioner's request for postponement of hearing, dated

4.25.75 Administrative Law Judge's Order on (1) Motion for More Definite Statement, (2) Motion to Sever, received

4.29.75 Order Rescheduling Hearing, dated

4.29.75 General Counsel's Supplemental Bill of Particulars, dated

6. 2.75 Hearing opened

6. 5.75 Hearing closed

8.26.75 Administrative Law Judge's Decision issued

10. 1.75 Henry M. Hald High School Association's Exceptions to the Administrative Law Judge's Decision and Recommended Order, received

10. 3.75 Charging Party's Exceptions to the Administrative Law Judge's Decision and Recommended Order, received

10. 3.75 General Counsel's Exceptions to the Decision of the Administrative Law Judge, received

10.23.75 Petitioner's Cross-Exceptions to the Decision and Order of the Administrative Law Judge, received

2.24.76 Decision and Order issued by the National Labor Relations Board

3.26.76 General Counsel's Motion for Reconsideration, dated

4. 5.76 Henry M. Hald High School Association's Statement in Opposition to General Counsel's Motion for Reconsideration, dated

5.10.76 Board's Order Denying Motion, dated

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

**INSTRUCTIONS:** File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No.

29-CL-3872

Date Filed

5-28-74

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Roman Catholic Diocese of Brooklyn and Cf.	b. Number of Workers Employed attached list / 550
c. Address of Establishment (Street and number, city, State, and ZIP code) 345 Adams Street and Cf. Brooklyn, NY 11201	d. Employer Representative to Constat. Most Rev. Francis J. Mugavero, Bishop
e. Type of Establishment (Factory, mine, wholesaler, etc.) Non-Public Secondary Schools	f. Phone No. 855-1511
g. Identify Principal Product or Service Education	

b. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) and (5) of the National Labor Relations Act.  
(List subsections)  
and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

## 2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about January 1, 1974, the Employer through its officers, agents, and representatives, has interfered with, restrained and coerced, and is interfering with, restraining and coercing employees of the above named Employer at Nazareth High School in Brooklyn, New York, who are members of the Lay Faculty Association, Local 1261, American Federation of Teachers, A.F.L.-C.I.O. by:

- 1) refusing to bargain,
- 2) refusing to recognize the union
- 3) unilaterally changing, altering, and modifying terms and conditions of employment
- 4) bargaining individually with members of the collective bargaining unit
- 5) threatening members of the unit in regard to their protected freedom to choose a bargaining representative
- 6) discharging all members of the unit for the purpose of dissipating the majority status of the union.

By the acts set forth above, and by other acts and conduct, the Employer, by its officer agents, and representatives has interfered with restrained, and coerced, and is interfering with, restraining and By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of their rights guaranteed in Section 7 of the Act. COERCING its employees in the exercise of their

3. Full Name of Party Filing Charge (If labor organization; give full name, including local name and number)

Lay Faculty Association, Local 1261, American Federation of Teachers  
AFL-CIO

4a. Address (Street and number, city, State, and ZIP code) 175-20 Wexford Terrace Jamaica Estates, New York 11432	4b. Telephone No. 658-2977
--	-------------------------------

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

American Federation of Teachers, A.F.L.-C.I.O.

## 6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Robert M. Gordon President  
(Signature of representative or person filing charge)  
Robert M. Gordon

Address 175-20 Wexford Terrace 658-2977 (Telephone number) May 23, 1974 (Date)  
Jamaica Estates, NY 11432

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)



ROBERT M. GORDON  
President

2a

# Lay Faculty Association

## *Diocese of Brooklyn*

175-20 WEXFORD TERRACE  
JAMAICA ESTATES, NEW YORK 11432

(212) 658-2977

Name of Employer

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

**INSTRUCTIONS:** File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practices occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

12-23-74

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Roman Catholic Diocese of Brooklyn (attached)	(G Cr.)	b. Number of Workers Employed approx. 60
c. Address of Establishment (Street and number, city, State, and ZIP code) 345 Adams Street Brooklyn, New York 11201	d. Employer Representative to Contact Most Rev. Francis J. Mugavero, Bishop	e. Phone No. (212) 855 1511
f. Type of Establishment (Factory, mine, wholesaler, etc.) Non-public secondary school	g. Identify Principal Product or Service Education	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subseccions (1) and (3) and (5) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.		

## 2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about September 1, 1974, the Employer through its officers, agents, and representatives, to wit, Bro. Matthew Burke, C.F.X., Principal of Nazareth High School, operated by the Roman Catholic Diocese of Brooklyn, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing employees of the above named Employer, to wit, James Mirrione, because of his membership in and activities on behalf of the Lay Faculty Association, Local 1261, American Federation of Teachers, A.F.L.-C.I.O., a labor organization by, among other acts, firing him for said membership and activity.

By the acts set forth above and by other acts and conduct the Employer through its officers, agents, and representatives, has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing its employees in the exercise of their rights guaranteed in Section 7 of the Act.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

## 3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

Lay Faculty Association, Local 1261, American Fed. of Teachers, AFL-CIO

4a. Address (Street and number, city, State, and ZIP code) 175-20 Wexford Terrace Jamaica Estates, New York 11432	4b. Telephone No. (212) 297-2020
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## 5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

American Federation of Teachers, A.F.L. - C.I.O.

## 6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Robert M. Gordon

Robert M. Gordon, President

(Title, if any)

(Signature of representative or person filing charge)

175-20 Wexford Terrace

Address: Jamaica Estates, N.Y. 11432 (212) 658-2977 December 15, 1974

(Telephone number)

GPO 561-475

WILFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

Appendix 17



4a

# Lay Faculty Association

Diocese of Brooklyn

ROBERT M. GORDON  
President

175-20 WEXFORD TERRACE  
JAMAICA ESTATES, NEW YORK 11432

(212) 658-2977

Employer is:

1. Roman Catholic Diocese of Brooklyn  
345 Adams Street  
Brooklyn, New York 11201

Most Rev. Francis J. Mugavero, Bishop 855-1511

2. As alter ego of the Roman Catholic Diocese of Brooklyn:

Henry M. Hald High School Association  
345 Adams Street  
Brooklyn, New York 11201

(Bro. Medard Shea, C.F.X. 855-1511)

3. As agent of the Roman Catholic Diocese of Brooklyn

"The Board of Directors of Nazareth High School"  
East 57th Street and Avenue D  
Brooklyn, New York 11203

(Thomas Keenan, Esq., 763-1100)

4. As agent of the Roman Catholic Diocese of Brooklyn:

Xaverian Brothers  
c/o Nazareth High School  
East 57th Street and Avenue D  
Brooklyn, New York 11203

(Bro. Matthew Burke, C.F.X., 763-1100)

5. As agents of the Roman Catholic Diocese of Brooklyn:

a) Thomas J. Keenan, Esq.  
225 Broadway  
New York, New York 10007

b) Hon. Meade Esposito  
147 Remsen Street  
Brooklyn, New York 11201

c) Hon. Anthony Vacarello  
Assistant to the Mayor  
City Hall  
New York, New York 10007

d) Hon. William T. Bellard  
Justice of the Civil Court  
15 Willoughby Street  
Brooklyn, New York 11201

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALD HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

and

Case Nos. 29-CA-3872  
29-CA-4158

LAY FACULTY ASSOCIATION, LOCAL 1261,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

ORDER CONSOLIDATING CASES, COMPLAINT, AND NOTICE OF HEARING

It having been charged in Case No. 29-CA-3872 by Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, herein called Local 1261 that Roman Catholic Diocese of Brooklyn, herein called Respondent Diocese, Henry M. Hald High School Association, herein called Respondent Hald, Nazareth Regional High School, herein called Respondent Nazareth and collectively called respondents, and in Case No. 29-CA-4158 by Local 1261, that Respondents Diocese, Hald and Nazareth have engaged in, and are engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director for Region 29, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act, and to avoid unnecessary costs or delay,

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, as amended, Section 102.15 hereby issues this Consolidated Complaint and Notice of Hearing and alleges as follows:

1. (a) The Charge in Case No. 29-CA-3872 was filed by Local 1261 on May 28, 1974, and served by registered mail upon Respondents on May 28, 1974.

(b) The Charge in Case No. 29-CA-4158 was filed by Local 1261 on December 23, 1974 and served by registered mail upon Respondents on December 24, 1974.

2. (a) Respondent Hald is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

(b) Respondent Hald was organized in 1972 by Respondent Diocese to operate certain schools classified as diocesan high schools which are directly attached to the Diocese and under the direct administration of the diocesan superintendent of schools who has final authority over the hiring and termination of teachers, curricula, and operation of the schools.

(c) At all times material herein, Respondent Hald has maintained its principal office and place of business at 345 Adams Street, Brooklyn, New York, where it is, and has been at all times material herein, continuously engaged in operating and maintaining a system of private, non-public senior high schools in the counties of Kings and Queens, New York, including, inter alia, Nazareth High School.

(d) During the past year, which period is representative of its annual operations generally, Respondent Hald in the course and conduct of its operations, derived gross revenues, from tuition fees and other sources, in excess of \$1,000,000.

(e) During the past year, which period is representative of its annual operations generally, Respondent, Hald in the course and conduct of its business, purchased and caused to be transported and delivered to its member schools books, educational equipment, and other goods and material valued in excess of \$50,000, of which goods and materials valued in excess of \$50,000 were transported and delivered to its member schools in interstate commerce directly from states of the United States other than the state in which it is located.

(f) Respondent Hald and Respondent Diocese are, and at all times material have been, affiliated organizations and the joint employers of the employees in said high schools.

3. (a) Respondent Nazareth is, and has been at all times material herein, a corporation duly organized under and existing by virtue of the laws of the State of New York.

(b) At all times material herein, Respondent Nazareth has maintained its principal office and place of business at East 57th Street and Avenue D, Brooklyn, New York, where it is, and has been at all times material herein, continuously engaged in the operation and maintenance of a private, non-public senior high school.

(c) Respondent Nazareth is the successor to the Board of Trustees for Nazareth Regional High School which assumed the operations of Nazareth High School from Respondents Hald and Diocese and operated the school prior to incorporation of Respondent.

(d) During the present school year beginning September 1, 1974, which period is representative of its annual operations generally, Respondent Nazareth in the course and conduct of its operations has derived gross revenues, from tuition fees and other sources, at an annual rate projected in excess of \$1,000,000.

(e) During the present school year beginning September 1, 1974, which period is representative of its annual operations generally, Respondent Nazareth, in the course and conduct of its business, has purchased and caused to be transported and delivered to its place of business books, educational equipment and other goods and materials valued in excess of \$50,000 of which goods and materials valued in excess of \$50,000 were transported and delivered to its place of business in interstate commerce directly from states of the United States other than the state in which it is located.

4. Respondents Hald, Diocese and Nazareth are, and have been at all times material herein, employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. Local 1261 is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

6. (a) Brother Medard Shea, has been, at all times material herein, the Assistant Superintendent of Schools for Teacher Personnel and Brother Matthew Burke has been at all times material prior to September 1, 1974 the Principal of Nazareth High School, respectively, of Respondents Hald and Diocese acting on their behalf, and agents thereof.

(b) James Serpico, Charles Reiter, and Joan Gallagher are, and have been at all times material herein, prior to September 1, 1974, agents of Respondents Hald, Diocese and Nazareth acting on their behalf, and Serpico has been a supervisor thereof within the meaning of Section 2(11) of the Act.

7. (a) Thomas Keenan, and Brother Matthew Burke are, and have been at all times material herein, the Chairman of the Board of Trustees and Principal, respectively, of Respondent Nazareth acting on its behalf and agents thereof.

(b) Peter Holmes, Charles Reiter and Jane Hill are, and have been at all times material herein, agents of Respondent Nazareth acting on its behalf, and supervisors thereof within the meaning of Section 2(11) of the Act.

8. At all times since in or about 1966, and continuing to the present date, Local 1261 has been the representative, for purposes of collective bargaining, of a unit consisting of all full-time permanent lay teachers employed in the member schools of Respondent Hald, including until August 31, 1974 Nazareth High School, exclusive of all supervisors as defined in Section 2(11) of the Act.

9. (a) Prior to June 1972, the Roman Catholic Diocese of Brooklyn, New York, operated the system of high schools described above in paragraph 2(b).

(b) Commencing in June 1972, and continuing to the present time, the Hald Association has been engaged in the operation of said high schools as described above in paragraph 2(b).

10. In or about the Fall 1973, Respondents announced that the Nazareth High School would be removed from membership in the association on or about September 1, 1974, and its operations conducted exclusively by Respondent Nazareth.

11. On or about January 22, 1974 February 13, 1974, May 27, 1974 and other dates presently unknown, Local 1261 requested Respondents Hald and Diocese to furnish it with certain information, including inter alia, the identity of the party or parties taking over the operation of Nazareth High School and the effects upon the employees in the bargaining unit of the transfer of operations at Nazareth effective September 1, 1974.

12. From on or about January 22, 1974 and continuing to date, Respondents Hald and Diocese refused and have continued to refuse to furnish Local 1261 with the information requested by it as described above in paragraph 11.

13. (a) On or about August 31, 1974, Respondents Hald and Diocese ceased to operate the said Nazareth High School plant and since on or about January 1, 1974, and at all times material herein Respondent Nazareth has operated said high school and has been engaged in substantially the same business operations formerly engaged in by Respondents Hald and Diocese at Nazareth High School described above in paragraph 2, and has employed substantially the same employees and supervisors as had been employed by Respondents Hald and Diocese.

(b) Respondent Nazareth is, and has been at all times material herein, the successor to Respondents Hald and Diocese as employer of the employees set forth in paragraph 14 below.

14. All full-time permanent lay teachers employed at Nazareth Regional High School exclusive of all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of

collective bargaining within the meaning of Section 9(b) of the Act.

15. At all times material herein, Local 1261 has been the duly designated representative for the purposes of collective bargaining of a majority of the employees in the unit set forth in paragraph 14 above.

16. On March 17, 1974, March 25, 1974, April 11, 1974, June 20, 1974 and on other dates presently unknown Local 1261 demanded and has continued to demand that Respondent Nazareth recognize and bargain with Local 1261 as the exclusive bargaining agent of the employees in the unit set forth in paragraph 14 above.

17. On or about March 17, March 25, and April 30, 1974 and on other dates presently unknown in the months of March, April, May and June, Respondent Nazareth refused and since said dates has continued to refuse to recognize and bargain with Local 1261 as the exclusive collective bargaining representative of Respondent Nazareth's employees in the unit described above in paragraph 14.

18. On or about June 3, 1974 and other dates presently unknown in the months of May and June 1974, Respondents by Charles Reiter, Joan Gallagher, James Serpico, their agents, and by other agents presently unknown sought to undermine Local 1261's status as representative of a majority of employees in the unit set forth above by circulating a letter critical of Local 1261 among the members of the bargaining unit set forth in paragraph 8 above.

19. On or about June 3, 1974 and other dates presently unknown in the months of May and June 1974, Respondents by Charles Reiter, Joan Gallagher, James Serpico and other agents presently unknown threatened employees with discharge and other changes in the terms and conditions of employment if they did not sign the letter referred to in paragraph 18 above, and made promises of benefit to their employees if they did sign said letter.

20. On various dates presently unknown in the month of September 1974, Respondent Nazareth by Brother Matthew Burke its Principal and agent threatened employees with reprisals if they joined or assisted Local 1261 or engaged in other protected concerted activity.

21. On or about October 16, 1974 and on other dates presently unknown Respondent Nazareth by Peter Holmes, Charles Reiter, Jane Hill its agents, and other agents presently unknown, circulated a petition to decertify Local 1261 as collective bargaining representative of the employees set forth in paragraph 14 above.

22. On or about October 18, 1974, Respondent Nazareth by Peter Holmes, its agent and supervisor filed a Petition for Decertification with Region 29 of the National Labor Relations Board, in Case No. 29-RD-182, seeking to have Local 1261 decertified as the collective bargaining representative of its teachers in the unit set forth in paragraph 14 above.

23. On or about June 13, 1974, Respondent Nazareth notified James Mirrione that his contract as a teacher at Nazareth would not be renewed effective September 1, 1974, for the 1974-75 school year and thereafter failed to renew said contract thereby terminating his employment.

24. Since June 13, 1974, Respondent Nazareth has failed and refused to reinstate or rehire James Mirrione to his former or to a substantially equivalent position of employment.

25. Respondent Nazareth engaged in the conduct set forth in paragraphs 23 and 24, because said employee was a member of Local 1261 and because said employee assisted Local 1261 and engaged in concerted activities for the purposes of collective bargaining and other mutual aid and protection.

26. By the acts described above in paragraphs 12, 18 and 19, and by each of said acts, Respondents Hald and Diocese interfered with, restrained and coerced, and are interfering with, restraining and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and are engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

27. By the acts described above in paragraph 12 Respondents Hald and Diocese refused to bargain collectively and are refusing to bargain collectively with the representative of their employees and thereby engaged in, and are engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

28. By the acts described above in paragraphs 17 through 25 and, by each of said acts, Respondent Nazareth interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

29. By the acts described above in paragraphs 23 through 25 and by each of said acts, Respondent Nazareth discriminated, and is discriminating, in regard to the hire and tenure and terms and conditions of employment of its employees, thereby discouraging membership in a labor organization, and thereby engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

30. By the acts described above in paragraphs 17 through 25, and by each of said acts, Respondent Nazareth refused to bargain collectively and is refusing to bargain collectively with the representative of its employees, and thereby engaged in, and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

31. The acts of Respondents described above in paragraphs 12 and 17 through 25, occurring in connection with the operations of Respondents described above in paragraphs 2, 3, and 4, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

32. The unfair labor practices set forth in paragraphs 17 through 25 are so serious and substantial in character and effect as to further warrant the entry of a remedial order requiring Respondent Nazareth to recognize and bargain with Local 1261 as exclusive collective bargaining representative of the employees in the appropriate bargaining unit set forth in paragraph 14 above.

PLEASE TAKE NOTICE that on the 5th day of May, 1975 at 11:00 a.m. at 16 Court Street, Fourth Floor, in the Borough of Brooklyn, in the City and State of New York and consecutive days thereafter until concluded, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement Of Standard Procedures In Formal Hearings Held Before The National Labor Relations Board In Unfair Labor Practice Cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondents shall each file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless each does so all the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, each Respondent shall serve a copy thereof on each of the other parties.

Dated at Brooklyn, New York this 21st day of March, 1975.



---

Samuel M. Kaynard  
Regional Director  
National Labor Relations Board  
Region 29  
16 Court Street  
Brooklyn, New York 11241

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALL HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

MOTION

-and-

LAY FACULTY ASSOCIATION, LOCAL 1261,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

Case Nos.

29-CA-3872  
29-CA-4158

NOW COMES Nazareth Regional High School, Respondent in the above-captioned case and moves, pursuant to Section 102.24 of the Rules and Regulations of the National Labor Relations Board, Series 8, as amended, for a more clear and definite statement of the factual basis of the allegations contained in various paragraphs of the Complaint in order that Respondent Nazareth adequately may prepare its defense in this matter, and as grounds therefore states as follows:

1. Section 102.15 of the NLRB Rules and Regulations states that the Complaint shall contain a clear and concise description of the acts which are claimed to constitute unfair labor practices, including, where known, the approximate dates and places of such acts.

2. Paragraphs 6, 7, 10, and 13 of the Complaint refer to occurrences and agency relationships attributable to Respondent Nazareth. In addition, paragraphs 3(c) and 13(b) of the Complaint allege that Respondent Nazareth is a successor employer. Yet the Complaint does not state at what point in time Respondent Nazareth succeeded to the operations of the alleged predecessor. Since certain unfair labor practices have been attributed to Respondent Nazareth at various times during 1974, viz., March 17,

March 25, April 30, June 3, June 13, the month of September and October 16, it is vital and material for Respondent Nazareth to be appraised in the Complaint as to when it is alleged to have become a successor employer. Respondent should not be required to guess. Either the alleged supervisors and agents listed in the Complaint were Respondent's employees or they were not. A simple allegation of "at all times material herein" does not sufficiently apprise Respondent Nazareth as to the claimed effective date of the transfer.

3. Paragraph 13(a) of the Complaint alleges that Respondent Nazareth has operated the "said high school" since on or about January 1, 1974. (It does not allege successorship as of that date.) Paragraph 13(a) also alleges that Respondents Hald and Diocese operated the "said high school" up until August 31, 1974. Since all of the Respondents are alleged to have committed various unfair labor practices between January 1, 1974 and August 31, 1974, it is essential for Respondent Nazareth to know whether the General Counsel is alleging a joint employer or single employer relationship between Respondent Nazareth and Respondents Hald and Diocese at any time during 1973 or 1974. It is equally necessary for Respondent Nazareth to know whether it is alleged to have been either a joint employer or a single employer with the Board of Trustees for Nazareth Regional High School, referred to in paragraph 3(c) of the Complaint.

4. Paragraph 14 of the Complaint sets forth the General Counsel's allegations regarding the appropriateness of the bargaining unit. Since various persons alleged to be agents and supervisors of Respondent Nazareth (e.g. paragraph 7(b) of the Complaint) occupy the position of Department Chairman at

Respondent high school, it is vital for Respondent to know whether the position of Department Chairman is alleged by the General counsel to be included or excluded from the appropriate bargaining unit.

In summary, Respondent Nazareth respectfully urges that it cannot adequately answer the Complaint or prepare its defense in the above-captioned matter unless the General Counsel issues a More Definite and Certain Statement with respect to certain allegations set forth in the Complaint by answering, in any appropriate form, the following questions:

- (a) What date, if any, Respondent Nazareth is alleged to have succeeded to the operations of the Board of Trustees of Nazareth Regional High School?
- (b) What date, if any, Respondent Nazareth is alleged to have succeeded to the operations of Respondents Hald and Diocese?
- (c) Whether Respondent Nazareth is alleged to have been either a joint or single employer with Respondents Hald and Diocese, and if so, for what periods of time?
- (d) Whether Respondent Nazareth is alleged to have been either a joint or single employer with the Board of Trustees of Nazareth Regional High School, and if so, for what periods of time?
- (e) Is the Department Chairman position included or excluded from the asserted appropriate bargaining unit?

Respondent Nazareth urges that this Motion be granted since it is vital and necessary for it to be apprised of these facts in order adequately to answer the Complaint and prepare its defense, and on the further ground that it does not prejudice the General Counsel in any way. It is patently obvious on the face of the pleading that the information sought is not within the Respondent Nazareth's knowledge or its ability to ascertain. Nor

does Respondent's Motion call for the disclosure of evidentiary matters or material otherwise unnecessary for responsive pleading. In short, respondent's request for information is not seeking discovery, but rather the ascertaining of important and relevant facts which will enable it to respond to the Complaint.

Based on the foregoing, Respondent Nazareth respectfully requests that the Administrative Law Judge grant its Motion for a More Definite Statement.

A copy of the Complaint is attached and marked as Exhibit "A".

Respectfully submitted,

  
Alfred T. DeMaria

Kevin J. McGill

Attorneys for Respondent  
Nazareth Regional High School

120 Broadway, Suite 3161  
New York, New York 10005  
(212) 732-5520

Dated: New York, N. Y.

April 1, 1975.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALD HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

and

CASE NOS. 29-CA-3872  
29-CA-4158

LAY FACULTY ASSOCIATION, LOCAL 1261,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

OPPOSITION IN PART AND REPLY  
IN PART TO A MOTION FOR A  
MORE DEFINITE STATEMENT

Pursuant to a Motion for a More Definite and Certain Statement dated April 1, 1975 by Respondent Nazareth Regional High School, through its attorneys Alfred T. DeMaria, Esq. and Kevin J. McGill, Esq., the undersigned Counsel for the General Counsel submits the following response:

1. In response to Respondent Nazareth's questions (a) and (b), the General Counsel alleges that Respondent Nazareth, acting through its Board of Trustees until the formal date of incorporation of Nazareth Regional High School at which point Respondent Nazareth succeeded its Board of Trustees, became a successor to Respondents Hald and Diocese prior to the date of Local 1261's first demand for recognition as set forth in paragraph 16 of the Complaint. This allegation is based upon the fact that prior to September 1, 1974 when Nazareth Regional High School formally opened to its students, Respondent Nazareth by itself and by its Board of Trustees was engaged in the hiring of employees, ordering of goods and supplies, planning of curricula and other business of Respondent Nazareth. The precise date of Respondent Nazareth's commencement of said activities is solely within the knowledge of Respondent and is not material to the question of whether Respondent Nazareth was a successor to Respondents Hald and Diocese on the dates of the demands for recognition by Local 1261..

2. In response to Respondent Nazareth's question (c), the General Counsel does not allege that Respondent Nazareth was a joint or single

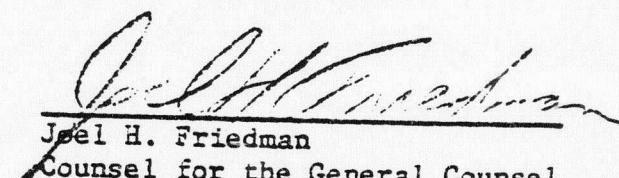
employer with Respondent Hald or Respondent Diocese. The complaint, however, alleges that certain individuals named therein were acting simultaneously as agents of Respondent Nazareth and Respondents Hald and Diocese, and that all three Respondents were therefore responsible for their actions.

3. In response to Respondent Nazareth's question (d), the General Counsel alleges that prior to the corporate existence of Respondent Nazareth, Respondent Nazareth acted through and engaged in the acts complained of by its Board of Trustees. On the date that Respondent Nazareth became a corporation and a legal entity under the laws of the State of New York, the actions and existence of said Board of Trustees became legally merged into Respondent Nazareth.

4. In response to Respondent Nazareth's question (e), the General Counsel alleges that Department Chairman are supervisors within the meaning of Section 2(11) of the Act and are therefore excluded from the unit.

Dated at Brooklyn, New York this 14th day of April, 1975.

Respectfully submitted,

  
 Joel H. Friedman  
 Counsel for the General Counsel  
 National Labor Relations Board  
 Region 29  
 16 Court Street  
 Brooklyn, New York 11241

TO: Hon. Eugene G. Goslee  
 Chief Administrative Law Judge  
 National Labor Relations Board  
 Washington, D.C. 20570

Alfred T. DeMaria, Esq.  
Kevin J. McGill, Esq.  
Suite 3161  
120 Broadway  
New York, New York 10017

Thomas J. Keenan, Esq.  
225 Broadway  
New York, New York 10007

Nazareth Regional High School  
and its Board of Directors  
East 57th Street & Avenue D  
Brooklyn, New York 11203

Roman Catholic Diocese of Brooklyn  
Att: Catholic Schools Office  
345 Adams Street  
Brooklyn, New York 11201

Henry M. Hald High School Assn.  
Att: Bro. Medard Shea  
345 Adams Street  
Brooklyn, New York 11201

Lay Faculty Assn., Local 1261  
American Federation of Teachers, AFL-CIO  
Att: Robert Gordon, Pres.  
175-20 Wexford Terrace  
Jamaica Estates, New York 11432

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALD HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

-and-

ANSWER

LAY FACULTY ASSOCIATION, LOCAL 1261,  
AMERICAN FEDERATION OF TEACHERS,  
AFL-CIO.

Case Nos. 29-CA-3872  
29-CA-4158

Respondent, NAZARETH REGIONAL HIGH SCHOOL, by its  
attorneys, Alfred T. DeMaria and Kevin J. McGill, answering the  
Complaint herein, respectfully alleges as follows:

FIRST: Admits the allegations set forth in paragraphs  
1(a), (b), 3(a), (b), (d), (e) and 5 of the Complaint.

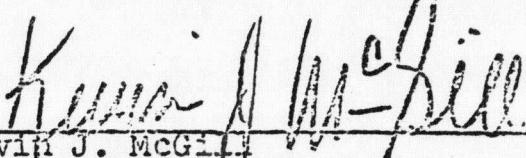
SECOND: Admits the allegations set forth in paragraphs  
4 and 6(a) of the Complaint insofar as they relate to or affect  
respondent Nazareth.

THIRD: Denies knowledge and information sufficient to  
form a belief concerning the allegations set forth in paragraphs  
2(a), (b), (c), (d), (e), (f), 9(a), (b), 11, 12, 26 and 27.

FOURTH: Denies the allegations set forth in paragraphs  
3(c), 6(b), 7(a), (b), 8, 13(b), 14, 15, 16, 17, 20, 21, 22, 23,  
24, 25, 28, 29, 30, 31 and 32.

FIFTH: Denies the allegations set forth in paragraphs  
10, 13(a), 18, 19 insofar as they relate to Nazareth.

WHEREFORE, respondent Nazareth Regional High School,  
respectfully prays that the Complaint herein be dismissed.

  
\_\_\_\_\_  
Kevin J. McGill  
Attorney for Respondent  
NAZARETH REGIONAL HIGH SCHOOL

120 Broadway, Suite 3161  
New York, N. Y. 10005  
(212) 732-5520

Dated: New York, N. Y.

April 18, 1975

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR  
RELATIONS BOARD, REGION 29

ROMAN CATHOLIC DIOCESE OF  
BROOKLYN, HENRY M. HALD HIGH  
SCHOOL ASSN., NAZARETH REGION-  
AL HIGH SCHOOL

-and-

LAY FACULTY ASSN., LOCAL 1261,  
AMERICAN FEDERATION OF  
TEACHERS, AFL-CIO.

ANSWER

Kevin J. McGill,  
Attorney for Respondent  
NAZARETH REGIONAL HIGH  
SCHOOL

120 Broadway, Suite 3161  
New York, N. Y. 10005  
(212) 732-5520

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
WASHINGTON, D.C.

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALD HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

and

Case Nos. 29-CA-3872  
29-CA-4158

LAY FACULTY ASSOCIATION, LOCAL 1261,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

ORDER ON (1) MOTION FOR MORE DEFINITE STATEMENT,  
(2) MOTION TO SEVER

Respondent Nazareth Regional High School has filed a Motion for More Definite Statement, to which the General Counsel has filed an Opposition in Part and Reply in Part.

Respondent Henry M. Hald High School Association has filed a Motion to Sever, assertedly joined in by Respondent Nazareth Regional High School. The General Counsel has filed an Opposition to the Motion to Sever, and Respondent Hald, in turn, has filed a Reply to the General Counsel's Opposition.

The matters having been considered, the following disposition is made.

I.

MOTION FOR MORE DEFINITE STATEMENT

The General Counsel is directed to furnish the following additional information:

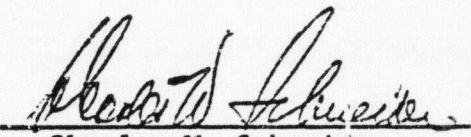
(1) The date of incorporation of Respondent Nazareth, as alleged in paragraph 3(c) of the Complaint, and referred to in paragraph 1 of the General Counsel's Opposition and Reply to the Motion for More Definite Statement. While that date may be known to Respondent Nazareth, it is not known to the Administrative Law Judge.

(2) The date Respondent Nazareth commenced the activities of hiring employees, ordering goods and supplies, planning curricula, and other business, as alleged in paragraph 1 of the General Counsel's Opposition and Reply to the Motion for More Definite Statement.

II.

MOTION TO SEVER

The Motion to Sever is denied for the reasons stated in the General Counsel's Opposition thereto.

  
Charles W. Schneider  
Administrative Law Judge

Dated: April 23, 1975

KPA

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALL HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

and

Case Nos. 29-CA-3872  
29-CA-4158

LAY FACULTY ASSOCIATION, LOCAL 1261,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

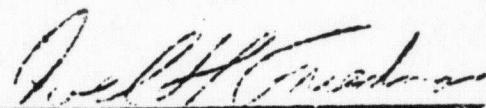
SUPPLEMENTAL BILL OF PARTICULARS

Pursuant to a Demand for a Bill of Particulars dated April 1, 1975, filed on behalf of Nazareth Regional High School, hereinafter called Respondent Nazareth, by its attorneys Alfred T. DeMaria and Kevin J. McGill, the Opposition in Part and Reply in Part filed by Counsel for the General Counsel on April 14, 1975, and the Order of Administrative Law Judge Charles W. Schneider dated April 23, 1975, the undersigned Counsel for the General Counsel submits the following Bill of Particulars:

1. Upon information and belief, the date of incorporation of Respondent Nazareth was June 28, 1974.
2. Respondent Nazareth had already commenced the activities of hiring employees, ordering goods and supplies, planning curricula and other business on March 17, 1974 at which time Lay Faculty Association Local 1261, American Federation of Teachers, AFL-CIO, made a demand for recognition. The exact date of Respondent Nazareth's commencement of each of said activities is solely within the knowledge of Respondent Nazareth and is immaterial to the present case except insofar as it predates the union's demand for recognition.

Dated at Brooklyn, New York this 29th day of April, 1975.

Respectfully submitted,



Melvin H. Friedman  
Counsel for the General Counsel  
National Labor Relations Board  
Region 29  
16 Court Street  
Brooklyn, New York 11241

TO: Hon. Eugene G. Gosline  
Chief Administrative Law Judge  
National Labor Relations Board  
Washington, D. C. 20570

Alfred T. DeMaria, Esq.  
Kevin J. McGill, Esq.  
Suite 3161  
120 Broadway  
New York, New York 10017

Thomas J. Keenan, Esq.  
225 Broadway  
New York, New York 10007

Nazareth Regional High School  
and its Board of Directors  
East 57th Street and Avenue D  
Brooklyn, New York 11203

Roman Catholic Diocese of Brooklyn  
Attn: Catholic Schools Office  
345 Adams Street  
Brooklyn, New York 11201

Henry M. Hald High School Assn.  
Attn: Bro. Medard Shea  
345 Adams Street  
Brooklyn, New York 11201

Lay Faculty Assn. Local 1261  
American Federation of Teachers, AFL-CIO  
Attn: Robert Gordon, Pres.  
175-20 Wexford Terrace  
Jamaica Estates, New York 11432

JD-460-75  
Brooklyn, N. Y.UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
WASHINGTON, D. C.ROMAN CATHOLIC DIOCESE OF  
BROOKLYN, HENRY M. HALD HIGH  
SCHOOL ASSOCIATION, NAZARETH  
REGIONAL HIGH SCHOOL,  
Respondents

and

Case Nos. 29-CA-3872  
29-CA-4158LAY FACULTY ASSOCIATION,  
LOCAL 1261, AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO,  
Charging Party

Joel Friedman, Esq., for the  
General Counsel.  
Howard Estock, Esq., of  
(Clifton, Budd & Burke)  
of New York, N. Y., for  
Hald High School Association  
and for Roman Catholic  
Diocese.  
Kevin McGill, Esq., and  
Alfred De Maria, Esq., of  
New York City, for  
Nazareth Regional High  
School.  
Noel Cohen, Esq., and  
James Sandner, Esq., of  
New York City, for the  
Charging Party.

## DECISION

## Statement of the Case

THOMAS A. RICCI, A.L.J.: A hearing in this consolidated proceeding was held on June 2 through 5, 1975, at Brooklyn, New York City, on complaint of the General Counsel against Roman Catholic Diocese of

5 Brooklyn, Henry M. Hald High School Association, and Nazareth Regional High School, all three here called Respondents. The complaint issued on March 21, 1975, on charges filed by Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, herein called the Union. The  
10 principal issues presented are whether the three Respondents unlawfully refused to bargain with the Union in violation of Section 8(a)(5) of the Act, whether they violated Section 8(a)(1), and whether Nazareth High School separately discriminated against one teacher in violation of Section 8(a)(3). Briefs were filed by the General Counsel, by the Diocese and by Nazareth Regional High School.

15 Upon the entire record, and from my observation of the witnesses, I make the following:

15 **Findings of Fact**

I. The Business of the Respondents

20 In prior Board decisions, on the basis of factual complaint allegations similar to those set out in the complaint herein, the Board found that Roman Catholic Diocese of Brooklyn, here called the Diocese, and the Henry M. Hald High School Association, herein called Hald, are integrated entities, alter egos in fact, and engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. 1/ The record here  
25 shows that Nazareth Regional High School, called Nazareth Regional for convenience, also derives gross revenues from tuition fees and other sources in excess of \$1 million annually, and purchases books and other educational equipment valued in excess of \$50,000 annually from out-of-state sources. Accordingly, I find that all of three of the named  
30 Respondents are engaged in commerce within the meaning of the Act and that it will effectuate the policies of the Act to exercise jurisdiction herein.

35 II. The Labor Organization Involved

35 I find that Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

40 III. The Unfair Labor Practices

45 This case arose in consequence of the union activities of the lay teachers in a parochial senior high called Nazareth in Brooklyn, New York. For some years the school had been operated directly by the

1/ Henry M. Hald High School Association, 213 NLRB No. 54; Henry M. Hald High School Association and Roman Catholic Diocese of Brooklyn, 216 NLRB No. 94.

5 Roman Catholic Diocese of Brooklyn and the Hald Association jointly. On September 1, 1974, the end of the usual school year, direct operation of the school was taken over by the other group - including a board of trustees and other officials - and the name of the school was changed to Nazareth Regional High School. It is still a Catholic school, and because it is a religious institution, it remains, of course, subject to ultimate control of the Diocese and its regularly constituted authorities.

10 The teachers had for some years, since 1966, been represented in collective bargaining by the Union, as an integral component part of a larger single bargaining unit joining the teachers of nine high schools operated by the Diocese in the area under a single contract. The last contract under that arrangement covered the period September 1, 1972 to August 31, 1974. Aware of the plan to change the immediate management and control of this one school, the Union attempted to obtain recognition from Nazareth Regional as bargaining agent for the lay teachers at that one school, but failed. The refusal of Nazareth Regional to bargain with the Union on this basis is called a violation of Section 8(a)(5) of the Act. There is also an allegation that Diocese, and its alter ego Hald, violated the same Section when during the school year 1973-1974, it withheld, despite the Union's request, information concerning the plan to change management and its necessary effect upon the employment conditions of the teachers. These are the principal charges of wrongdoing. There are also separate allegations, charged to both Respondents, of individual acts of coercion, in violation of Section 8(a)(1), committed by supervisors, and one allegation of illegal discrimination - refusal to hire - involving a single teacher, called a violation of Section 8(a)(3).

30 The Respondents offer a number of defenses. The Diocese says the Union never did explain what information it wanted, the Diocese was not obligated to talk to the Union at all because it was definitely going out of business, and the Union was not a legitimate labor organization anyway. Respondent Nazareth contends it never had anything to do with the Union, it is a new and separate employer altogether, and, besides, 35 it had basis for reasonable doubt on whether the Union ever represented a majority of its employees when it did become an employer. This Respondent, too, adds the additional grounds for defense that the Union is not really a labor organization. The remaining defenses are secondary to the main issues.

40 This is essentially a successorship case. When Nazareth Regional started the school year in September of 1974 it had hired, and was employing, 57 of the 63 lay teachers who during the previous year had worked directly for the Diocese. It was therefore clearly the successor within the Board's meaning of the phrase. 27 Was it therefore obligated

27 N.L.R.B. v. Burns International Security Services, 406 U.S. 272.

to bargain with the Union? There was much dispute throughout the hearing over whether the obligation to bargain, assuming it ever came into being, matured after the teachers started actual work for Nazareth Regional, or earlier, during the spring of the year, on the ground that Nazareth Regional had definitely decided then to employ the bulk of the old teaching complement. But in every refusal to bargain - or Section 8(a)(5) - case, an essential element of proof is that which supports a finding that at the moment of improper refusal, whenever it occurred, the claiming union in fact was authorized by a majority of the employees involved to bargain on their behalf. In this instance that proof consists of the last union contract, still in effect between 1973 and 1974; again and again the Board has held that the last contract in effect immediately before a successor takes over establishes a presumption that the union represented a majority sufficient to support a proper demand for continued recognition. 3/ And presumptions, of course, are rebuttal, as the cases also say. 4/

Despite a confusing multiplicity of contentions in defense by the two Respondents, some even inconsistent with others, this question - is the record evidence sufficient to prove majority authorization of the Union by the teachers involved when Nazareth Regional became the successor? - is the heart issue of this case. What the General Counsel and the Union want above all is an affirmative order compelling Nazareth Regional to bargain with the Union now, and what the Respondents seek most to avoid is that same burden. This fundamental, threshold, and here determinative question, remains the same regardless of how the varying defenses be viewed. And as is true of all cases starting with presumptive proof, all matters of record which bear a logical relationship to the factual issue must in fairness be considered. And finally, in such a situation, no out-of-context selection of only certain pertinent factors can be permitted to decide the question.

#### Preliminary Statement

Every unfair labor practice case involves a number of component elements. Among such questions here are whether the agents of the Diocese in fact refused the Union's requests for necessary information, whether Respondent Nazareth in fact had already decided very early in the year 1974 to hire the bulk of the old teacher cadre, or actually made the decision when it first put them to work on September 1, whether the Union demanded recognition of Nazareth Regional in the spring or only after the

3/ Tom-A-Hawk Transit, 174 NLRB No. 24, emf., 419 F. 2d 1025 (C.A. 7).

4/ Celanese Corp., 95 NLRB 664; Frito-Lav, 151 NLRB 28.

5 teachers were individually directly told to report to work later, etc. And, of course, because it is a refusal to bargain case, there is the ever present question whether the Union, at the time of demand and refusal - be it a demand only for information from the Diocese or for recognition from Nazareth Regional - in fact was authorized by a majority of the employees it had a right to represent.

10 In this case, because of the particular circumstances of the collective bargaining of the past, this last element is in doubt. The proof of majority authorization consists essentially of the existing contract, said to raise a presumption of continuing majority status. The facts of record, taken as a whole, prove a fatal weakness in that presumption, such as to make moot many of the collateral and otherwise essential component elements of the case. It would be pointless therefore 15 to repeat these other facts in too great detail.

20 If majority status had been adequately proved, I would find, on the basis of all the evidence, that the remaining elements have been adequately established. The decision by the Diocese to end its direct 25 control of the school was announced late in 1973. Robert Gordon, president of the Union, then talked several times to Brother Matard Shea, the Diocese's assistant superintendent of teachers, and asked for specific information about the planned change of arrangement for employment. Shea ignored the repeated requests. At the hearing he explained his reason 30 was because Gordon had not put his request in writing. But Shea recalled the several oral requests and admitted that at the first talk on the subject Gordon asked "Who would be operating them, who were members of the board of trustees, some other conditions probably or what other conditions would relate to the school. A number of these I did write at 35 the time . . . I put these into writing . . . ." To say at the hearing his reason for withholding data was because it was not requested in writing, made Matard Shea a very unconvincing witness. His deliberate refusals constitute the clearest refusals to bargain in good faith and he was the man in charge of labor relations.

35 Gordon wrote to Burke, always the principal of the school and in direct charge of its teachers, again seeking enlightenment. The only 40 answer he received again was from Shea instead, who told Gordon to stay away from Burke. Burke took the position during the hearing he was not a Diocese agent because the Diocese had already decided to call it quits later, but that he was also not the agent of Nazareth Regional because that group had not yet come into being. This is not what could be called good faith bargaining by either a predecessor or a successor employer. That Burke's intent from the beginning was to take advantage of the 45 occasion of the change-over to get rid of the Union, regardless of

whether it consisted of no more than a surface transaction, is also clear. When the teachers were invited to apply individually for jobs, he sent a number of their responses back to them as unacceptable, because, as he testified, they were not "individually typed . . . some . . . came in in ditto form with the words, you know, union form throughout and nothing but a signature at the bottom." This was the principal admitting his antiunion state of mind at the very beginning.

10 Gordon also wrote, on March 17, to a Mr. Thomas Keenan, a private  
lawyer who was programmed to become and did become chairman of a board of  
trustees charged with a certain supervision over the school, claiming  
union representative status and asking for a meeting. His letter ignored,  
he telephoned on the 25th, and Keenan told him the Union would hear from  
counsel for Nazareth. When Gordon asked who was the lawyer, Keenan refused  
15 to say, but did tell Gordon not to worry because "We intend to hire all of  
the people back. They will be retained next year." Gordon followed this  
with several more letters to Keenan, always repeating the request for a  
meeting, one demand as late as June 20. The only reply he ever received  
20 was a note saying again "the legal issues" were in the hands of attorneys,  
and disavowing the statement that Nazareth Regional always intended to  
hire the bulk of the teachers. Keenan appeared at the hearing to deny the  
statement about intending to hire all the teachers. In his unselfish  
25 devotion to the interests of this school Mr. Keenan is unquestionably  
motivated by commendable ideals, but on this specific matter of whether  
he did say, as early as of March 1974, that the school intended to rehire  
"all the peopl. I do not credit his denial. There is too much, both in  
Keenan's total testimony and in the related facts of the case, to support  
Gordon's version against his. Were the complaint otherwise proved I would  
30 find Nazareth Regional illegally refused to bargain as far back as  
March 1974.

All these facts notwithstanding, the question whether the Union could be said to have in fact been authorized by a majority of the school's teachers at the critical time or times remains an essential element of the case.

### Proof by Presumption

40 As stated above, when the high school opened in September 1974 there were at work 57 of the 63 teachers who had worked for the Diocese. It is also a stipulation of fact that during the fall semester, September 1973 to January, there were 63 lay teachers working at Nazareth and covered by the Union's multi-school contract, and this total included 10 supervisors, consisting of chairmen and co-ordinators.

The Union called a strike in September 1973, and most of the teachers walked the picket line, including chairmen and co-ordinators. It lasted 4 weeks; after a week some teachers started to return to work, but even by the time the strike was settled only about 20 teachers were at work. There developed a division of opinion among the teachers both

as to the merits of the strike and the advisability of continued adherence to the Union. The contract contained a dues checkoff provision, the form of the checkoff authorization precisely spelled out and saying it was irrevocable for an entire year. A number of teachers were thus on dues checkoff status at the time of the strike; the record shows clearly most, if not all of the authorizations were due as dated not to expire until the end of the school year the following September.

There are documentary exhibits received in evidence showing that eight teachers - none of them supervisors - told the Union, and the school authorities, they wished to resign from the Union as early as September of 1973, and to have their dues checkoff discontinued. These were Gallagher, Canale, Wuestman, Bradley, Hill, Milazzo, O'Donnell and Shafer. Apparently these attempted checkoff cancellations were timely, for the only checkoff record placed in evidence is for the month of April 1974 and their names are not listed there.

There is a relationship between the foregoing figures and the basic question of majority status. Precisely stated, the presumption arising from the contract means the very existence of the contract is prima facie evidence that the Union was throughout its life authorized to act as the bargaining agent by more than half of the employees covered by the contract, said at the hearing to total about 400 at the time of the events. In the fall semester of 1973 only 63 of these teachers were working at Nazareth High School, and therefore covered by the multi-school contract. From the fact, accepted by presumption, that the Union was authorized by more than half of the 400, does it follow that it was also authorized by more than half of these 63? The Board has accepted such a presumption upon a presumption, as it were, where a single employer was separated from a multi-employer contract unit about to expire, and where there were not sufficient other related factors to upset the presumption. It would have to be conceded, however, that the second presumption is a little weaker than the first upon which it rests. Restated: The fact of dispersion of the contract unit is a fact relevant to the validity of the presumption in any given case.

Any majority status concept requires a concomitant finding as to the related 100 percent figure. Here the whole - albeit limited to the Nazareth lay faculty - starts with 63. The supervisors must be included at the start, for it is clear there were union adherents among the chairmen and co-ordinators. Indeed they were enthusiastic supporters of the strike, at the beginning anyway, and one was even the union delegate for this school. Stephen Monroe, co-ordinator of the business department, was elected delegate by the entire faculty, and his position was comparable to that of the chief of a local where many local units are covered by a

single contract. Monroe had also long been the elected treasurer of the entire union, and attended bargaining sessions when the contract was negotiated. 5/

5 This means that the presumption, now extended to this one high school, indicates more than half of 63 wanted to be represented by the Union during the 1973-1974 academic year. But majority status in refusal to bargain cases refers to majority in an appropriate unit, excluding, of course, supervisors. The count of 100 percent here therefore really starts  
10 with 53, after the 10 supervisors are excluded. Of the teachers who made up the majority of 63, how many were chairmen and co-ordinators? Again, restated: Does it follow from the fact the Union presumptively was authorized by more than half of the 63 that it was also authorized by more than half of the particular 53 who now remain in the count? Maybe yes and maybe no.  
15 And now the presumption is diluted twice - once from the multi-school whole to the single school and once from the 63 man 100 percent to the 53 teacher count. At what point is the presumption so weakened by related factors that it can no longer be deemed valid?

20 Among the indicators of majority status at any given moment, and it is ordinarily a persuasive one, is payment of union dues, or action towards having union dues checked off the payroll. The demand and refusal here really came during the very early part of the year 1974, and to strengthen the presumption of continuing majority the General Counsel placed  
25 into evidence a list of employees for whom the school checked off dues for the month of April. It shows 41 names, but some must be ignored entirely because they were supervisors all the time.

30 5/ In his brief the General Counsel attempts to belittle the relevance now of Monroe's supervisory status; he stresses the fact this supervisor, after all, only supervises one teacher. But the supervisory status of all the chairmen and co-ordinators is a legal conclusion established at the General Counsel's request by stipulation.  
35 The case was not tried on any theory that some are representatives of management and some not, or that whatever legal consequences flow from the fact of prior inclusion of supervisors shall apply to some but not to others. If the past prounion activities of the supervisors - some yet to be reported here - now makes the essential complaint untenable, it is too late to restructure the entire case. Whatever dual activities of legal supervisors - sometimes encouraging and even coercing employees into the union and sometimes pressuring them to  
40 get out - mean in the context of a refusal to bargain case, is to be decided by legal principles in total, and not only partially. Nor will it change matters for the General Counsel virtually to rewrite the complaint, as the first four pages of his brief do, in order to now allege the old contract excluded supervisors. It did not.  
45

Payment of union dues and checkoff have been evaluated in more than one light. The fact that employees do not pay dues is not necessarily an indication they do not desire to be represented by the Union in collective bargaining. By like reasoning compulsory payment of union dues is not meaningful evidence of intent to be represented. Ordinarily this situation arises when the contract makes dues membership a condition of employment. Here the contract did not require membership, or dues, but the contractual irrevocability built into the checkoff authorizations which the employees signed had a like effect. Once signed up, back in the beginning of the school year, they could not get out from under. If in fact by April 1974 the employees on checkoff status had no power to discontinue the checkoff they had authorized, the fact of the checkoff the following April becomes a much less persuasive indication of union adherence. And there is much evidence in this record showing that some employees - the exact number unknown - did desire to discontinue but were advised they could not.

From the testimony of employees whose dues were still checked off in April: Cunningham: "I was under the impression from hearsay that you had to wait a year; therefore, I did not approach anybody from the union leadership to resign." Reiter: "I tried to resign once and was told that I was not allowed to until such-and-such date occurred. Q. Who told you that? A. Mr. Stephen Monroe." "I requested the procedure for resignation from the union. I was told by Mr. Monroe that I could not resign from the union until some date, I believe it was almost a year later, in October sometime." "It was so common a belief that I don't think I would have - after that, most people again on the faculty accepted that. We thought it was the way the union was run." Holmes, another chairman-supervisor, testified several teachers spoke to him about the procedures in effect for resigning from the Union. "The conversations all had to do with the anniversary date in which I had to resign before, I believe, October 1st of any given year. I had resigned before October 31st, I mean, not the first, but some of these other people hadn't. That was the conversation. It had to do with the fact that they had to wait for a year in order to resign from the union." William Burke: "I was under the impression that you needed to wait the year, until October." Sme: "Q. Can you recall, Mr. Sme, whether you ever had any conversations with Mr. Stephen Monroe concerning procedure involved in resigning from the L.F.A.? A. Not specifically, although I was under the impression, I think since the strike, that there was that specific date in October. JUDGE RICCI: Do you know how you came to have that impression? THE WITNESS: I think in speaking to Steve about other people who had attempted to resign at that time." These four teachers, none of them supervisors, must be credited in their testimony. Supervisor Holmes recalled others who spoke to him of their understanding about the

5 necessary waiting period for resignation. But most insignificant of all is Monroe's testimony. He was the union leader among these teachers, and therefore the one to whom dissident members would naturally turn if they wished to withdraw. He called off a number of names as teachers he remembered asking him how to go about resigning as far back as November 1973. Monroe did not recall all the names with precision, conceding there might have been "one or two others." But his testimony as a whole shows clearly there were "resignations that were referred to earlier in my testimony that were received untimely in October 1973," and that he did refer teachers to "the contract, which indicated anniversary dates and the procedure for withdrawing . . . . And each time I referred to the green book."

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15 This was management talking, not only being informed by the rank-and-file they wished to withdraw from the Union, but telling them they could not. He was a very enthusiastic unioneer, treasurer of the whole union, delegate - or leader - of the Nazareth school unit, and foremost activist on behalf of the Union in its activities vis a vis the employer on the other side. When word gets around that you cannot 20 resign from the union because the written word given a month or so earlier binds you for a year, the continuing checkoff of dues adds virtually nothing to the presumption that later you are of a mind to be represented by the union. When the rebuff to the would-be resignee comes out of the mouth of a supervisor, the idea that thereafter the 25 employee voluntarily desired union representation becomes an absurdity.

30 Returning again to numbers, the 63 among whom the contract presumptively indicated majority, becomes 53 when the supervisors are eliminated. We have it in writing that eight more in fact resigned. Four others appeared as witnesses to say they wished to resign but held back because Monroe had spread the word they could not. Ordinarily the Board does not accept oral testimony of earlier intent in cases of this kind, but when there is direct admission by the union leader that in fact people were made to understand attempted resignation would be 35 futile, such testimony appears in a different light. How many others whose names appear on the April 1974 dues checkoff list may also have wanted to quit but did not even make the attempt, given known union or contract rules of the game? The question is one of probabilities, not fact.

40 I find on this total record there can be no finding, prerequisite to any conclusion of violation of Section 8(a)(5) of the Act, that the Union was authorized by a majority of the nonsupervisory employees at the Nazareth High School in the spring of 1974. There are too many 45 facts, all directly pertinent to the essential claim of majority standing,

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5 each tending to weaken and offset the presumption said to arise from the existing contract, to be swept away and ignored. No matter how many distracting elements there may be in any particular case, no single Board law requirement preliminary for a finding of unfair labor practices can be waived.

Sections 8(a)(5) and (1) Interwoven

10 Dismissal of all Section 8(a)(5) allegations is dictated in this case primarily because of the character of what is called the collective bargaining activities that went on at all times before the hearing in June 1975. The complaint issued on March 21, 1975, and in its answer, filed April 18, Respondent Nazareth Regional, said to be the successor, denied the supervisory status allegations as to Holmes, Reiter and Hill. The Diocese filed its answer on April 1, and in it took no position on whether Serpico, again Reiter, and Gallagher were supervisors as also alleged in the complaint. It was therefore obviously a last minute decision of all the Respondents to admit, by stipulation, that all five persons so named are supervisors within the meaning of the Act. After all, it is not unnatural for a Respondent to deny agency status in anyone said to have committed unfair labor practices chargeable to it. The Diocese held back as to the status of Serpico, Reiter and Hill before September 1, 1974, but this was really a play on words intended to confuse. It is clear the chairman and co-ordinator posts these people held at one time or another never changed, regardless of which nominal board of trustees ran the school. The ambivalence thus revealed in the employer - whatever its name at the moment - is understandable because the individuals so named in the complaint were the same people who throughout the "collective bargaining" of the past had been on the side of the Union, had struck, held office, at times egged the rank-and-file in encouragement of prounion activities. And the most glaring anomaly of all was the presence of Monroe, treasurer of the Union and delegate at this one high school, sitting throughout the hearing next to the General Counsel as his client, so to speak, in support of the complaint against his own employer. One asks: What kind of collective bargaining was it that went on if a representative of management - this is exactly what Monroe always was and never mind the General Counsel's attempt to eat his words in his post-hearing brief! - could lead the Union team against the Company in peaceful negotiations first and then in acrimonious litigation during a Board complaint proceeding? 6/

45 6/ The hearing lasted 4 days. On the third day Monroe announced that the evening before he had resigned his officer positions in the Union. It has been said that in all tragedies there must be a touch comedy.

5 The truth of the matter is that whatever their initial intent may have been, the parties simply did not go about "collective bargaining" as that fundamental concept is envisaged by the statute. In terms of statutory provisions and established Board law, their activities of the past were incoherent, for the Company sat at both sides of the bargaining table and glared from both sides of the picket line. But successorship cases of necessity start with a history of collective bargaining, the story of what went on in the past between the predecessor and the continuing union.

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It was to be expected from all this that there would be illogical and inconsistent positions taken by all the participants in this tale. (1) At the hearing the General Counsel expressly disavowed any contention that the Diocese and Nazareth Regional, which now runs the school, are alter egos. If it is a successor only - a separate entity - its duty to bargain must rest upon the fact that the Union in fact was the majority representative of the predecessor's employees. But in his brief the General Counsel abandons that old position and contends instead there was "only a nominal change in the ownership and financial responsibility for Nazareth High School," and that it has "remained a star in the firmament of the Diocese school system." Beautiful words, and I think correct, especially when the brief adds that "Diocese and Hald still maintained a co-operative relationship with Nazareth so as to take this case out of the usual business context . . . ." But successorship means the buyer of the business has nothing to do with the interest of the predecessor, and with this change of position the General Counsel makes a mockery of the fundamental stipulation underlying the case.

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(2) At the trial the idea was that Nazareth Regional was obligated to recognize and deal with the Union in the spring of 1974, when it decided with finality to hire just about all the old teaching staff. At one point in the brief the new group is charged with operating the school since January 1, an absolute variance from the clear facts. More significant, at another point in the brief, majority is said to be shown as of September 1, 1974, because so many of the teachers whose dues were being checked off in April were at work. Now the whole idea that the expiring contract presumes majority - the basis of successorship cases - goes by the board, as I suppose it must since the contract was too greatly emmeshed with management. Refusal to bargain in September - assuming the 6 months old checkoff dues can be said to prove those same teachers were also paying dues in September! - converts the complaint into a Gissel 7/ case, just another employer refusing to recognize a valid majority

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7/ N.L.R.B. v. Gissel Packing Co., 395 U.S. 575.

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claim of the moment. Here the entire successorship theory is left behind, and all the history of the predecessor and its relations with the teachers - supervisors and rank-and-file alike - made meaningless.

5 (3) A third, and most important confusion in the theory of  
complaint, results from the wide-spread participation by supervisors in  
the "collective bargaining" of the past. When the Union officers learned,  
still in 1973, that the Diocese had decided on drastic action at this one  
10 school - and to discontinue direct operations - the teachers became alarmed,  
and there was written communication between Gordon, the Union president,  
and Brother Shea, of the Diocese, and Brother Burke, the local principal.  
There was also communication back and forth between Thomas Keenan, chairman  
15 of the new board of trustees, together with Principal Burke, on one side,  
and the teachers individually, on the procedures for them to work for the  
following school year. Because this is a religious, private school, the  
parents of the students have a greater participation interest; of course.  
Unable to obtain information it felt necessary from the Diocese or Burke,  
20 the Union wrote to the parents, seeking their help, and in a sense  
complaining of the treatment the teachers were being accorded by the  
school authorities, whoever they were. Some teachers did not like this,  
or the way the Union went about it. The result was a petition, or letter,  
again addressed to the parents, dated June 3, 1974, and signed by many  
25 teachers, criticizing the Union officers and disassociating themselves  
from the Union complaint about the new board of trustees, etc. Received  
into evidence, it shows 40 names, including five supervisors - or chairmen  
of departments. This letter was prepared by Serpico and Holmes, both  
supervisors, and the signatures were solicited by them, by Reiter and  
30 Hill, both of whom had not yet become supervisors, and by others. The  
complaint calls this activity of the teachers and the supervisors  
union-busting tactics chargeable to both Respondents.

After the new school year started, the split of opinion among  
the teachers persisted. The Union continued its demand for recognition,  
35 acting through its President Gordon, a teacher in another school, but  
also continuously backed by Monroe, the delegate here. Others were less  
sanguine, and in October again supervisors got up an antiunion petition,  
this one dated October 16, and trying to unseat it altogether. Holmes  
40 even prepared and filed a decertification petition with the Board on  
October 18. This petition shows 22 names, including six supervisors of  
the moment. Again signatures to the petition were concededly solicited  
by supervisors, and again, of course, the entire decertification attempt  
is called unlawful coercion by Nazareth Regional.

There is no charge in this case alleging improper employer  
45 influence in the union affairs, or domination of the Union by the school.  
The supervisors simply were an integral part of the bargaining unit all  
along, with, apparently, the blessings of both Union and Employer. These  
people do not know how to go about collective bargaining according to  
federal law, but that is besides the point. Towards the close of the  
50 hearing the General Counsel was asked very precisely to explain, or

reconcile the absolute inconsistency that runs through this entire record. How can the same supervisors, from one view be deemed acceptable participants in union affairs - striking, holding union office, and bargaining towards a contract, and from another view be looked upon as agents of their employer when they change their minds and want to weaken the union position, or abandon it? His brief ignores the entire subject as though it did not exist. The Union filed no brief at all.

The contentions of the Respondent are no more understandable. Principal Burke is the chief manager of the school and always was. He says he was putting together a new and different business that had nothing to do with the Union; the teachers were going to work for somebody else. But the lawyers for Nazareth Regional, while pretending there was a wall completely separating them from the lawyers representing the Diocese, also argued in defense that their client had a reasonable doubt about the Union's majority and therefore had a right to withhold recognition. Nothing could be further from the truth. No one ever once claimed, before the spring of 1975, that all of these chairmen and co-ordinators were supervisors and therefore improperly a part of the prounion activity. And certainly neither Respondent once voiced a doubt as to the Union's representative strength, either in the spring of 1974, or when the school opened. When Union President Gordon wrote directly to Burke to ask what was going on, it was Shea, the spokesman for the Diocese and for Hald, who answered and told him to stay away from Burke. Why did not one of the Respondents question majority then, or file a decertification petition then? Instead, they jointly deliberately by-passed the Union and dealt with the employees. There is no evidence to prove that higher management - i.e. supervisors above the rank of chairman and co-ordinator - encouraged or inspired the antiunion attitude of the lower supervisors in June or in October 1974. See, Montgomery Ward, 113 NLRB 645. But neither is there any more coherence in the inconsistent arguments of the Respondent than there is in the contentions of the General Counsel.

None of these shifting positions and diversified contentions, however inconsistent and however they may make unpersuasive arguments on either side of the litigation, can serve to alter the basic, objective factual question of majority status. The record either proves the Union was authorized by a majority of the nonsupervisory teachers at the critical times, or it does not. Accordingly, on the sole ground that the evidence falls short of proving the Union in fact represented a majority of the nonsupervisory teachers either in the spring of 1974 or on September 1, 1974, I shall recommend dismissal of all the complaint allegations of violations of Section 8(a)(5) against any of the Respondents. 8/

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3/ This decision makes moot the additional argument of Nazareth Regional that the religious teachers, monastic order members, must be included in the appropriate bargaining unit.

5 I also find the evidence insufficient to prove the complaint allegations that by their activities relating to the June 3, 1974 petition critical of the Union, and involving the predecertification petition of October 16 and the October 18 decertification petition itself, the supervisors named in the complaint committed violations of Section 8(a)(1) of the Act chargeable to any Respondent named.

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10 There was an unfair labor practice committed by Brother Matthew Burke, the school principal, on September 4, 1974, when the returning teachers were gathered for an orientation meeting at a Mass. Martin Doyle, 12 years a teacher, testified that in a talk to all the teachers then, Burke spoke of ". . . the unfortunate activities of last year. He made reference to the strike and its aftermath. . . . he promised 15 never to mention it again but he was bringing it up. He mentioned that we were trying to build a Christian community at Nazareth Regional High School and that any such activities that are disruptive of a Christian Community will be dealt swiftly and severely." "And he specifically said he was talking about the strike and its aftermath."

20 From the testimony of Arthur Weyhraugh: ". . . [Burke] mentioned the difficulties that had existed in the previous year in the context of building a strong Christian community at Nazareth and that any divisive activities would be dealt with swiftly and severely." 25 " . . . Q. Do you specifically recall Brother Matthew using the word 'strike'? . . . A. I do."

30 Burke's version of his talk is that he spoke of ". . . the divisive atmosphere that existed in the last year of the former school. . . . in terms of the philosophy and what I excepted to be the spirit, I made a very strong point that we could not have fighting going on in the building, it just could not be. That was the gist of my talk to the facility." " . . . I had mentioned . . . that all members of the 35 community . . . observe . . . the Christian philosophy . . . civil and co-operative . . . that was the gist of my talk. . . . Q. Do you recall whether you may have used the words swiftly and severely? A. Something along those lines, yes." Burke denied having referred to the strike or the Union specifically.

40 I credit the teacher witnesses. This was an alert and very intelligent audience, and the principal's message could not have been clearer. Burke may like love and harmony among men, and there is much to be said in his favor, but religious conviction, however sincere, does not license intimidation of employees in their freedom to exercise the statutory privilege of collective bargaining. See, Cap Santa Vue v. N.L.R.B., 424 F. 2d 383 (C.A.D.C.); Good Foods, 195 NLRB No. 83. And

5 if self-organization among employees sometimes results in discord and dissatisfaction dividing one group from another, this too is a reality of life with which all of us must live today. I find that by telling the teachers on September 4, 1974, that he would take measures to cut off union activities, or strike action of any kind in the future, the principal violated Section 8(a)(1) of the Act as agent of Nazareth Regional High School.

10 Section 8(a)(3)

15 James Mirrione worked for 2 years teaching religion. He was not hired by Nazareth Regional for the 1974-1975 school year and the complaint alleges the refusal to hire him constituted a violation of Section 8(a)(3). When others were invited to apply for posts and he was not, he made written request. Receiving no answer, he visited Principal Burke personally, and brought Monroe, the Union delegate, as a witness to whatever might be said. Burke said he did not want Monroe to be present, but, present or not, the only thing he would say to Mirrione in reply to the question why the teacher was not offered a 20 job was that the board of trustees had decided against it. He stated no other reason then.

25 If the question underlying this complaint allegation were why did the Respondent so discriminate against Mirrione, it would be difficult if not impossible to answer it. Burke refused to say when Mirrione asked him at the time, and the principal's testimony at the hearing as to why the teacher was not hired leaves much to be desired. But the real 30 question here is not why he was not hired, but, rather, does the evidence warrant a finding that in fact the reason was protected union activity. It is a burden of proof resting upon the complaint, and it is an affirmative one. As the rule says, the General Counsel must prove any 35 unfair labor practices by a preponderance of the substantial evidence on the record as a whole. See, N.L.R.B. v. Glen Raven, 203 F. 2d 946 (C.A. 4). The General Counsel concedes this is an inference contention here.

40 Mirrione was a dues paying union member on checkoff. He joined the strike all 4 weeks, and did not hesitate to criticize the strike-breakers, loud and clear. There is no question about Company knowledge of his pro-strike activities, for the Respondent took pains to prove one of the principal's office assistants saw Mirrione berate a teacher when she abandoned the strike; Mirrione denied pushing, or hitting the strike-breaker, but admitted exchanging very loud recriminations when she reached the parking lot after crossing the picket line. In fact, Mirrione related 45 how he picketed in the driveway and sometimes only removed himself from

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the path of entering cars when the police told him to get out of the way. He was a publicized participant, for the least. He was also elected by the teachers to be alternate to Union Delegate Monroe, but there is little evidence the superiors knew about this. Mirrione also testified 5 that he helped Monroe draft literature and other communications to the employees during and after the strike, placing his initials under those of others at the bottom. About this activity there is no evidence it ever came to the attention of management - i.e., management above the level of chairman and co-ordinator. But, as already explained, knowledge of union 10 activities by chairmen and co-ordinators is meaningless in this case because they were part and parcel of the Union.

Principal Burke was the prime witness in defense respecting Mirrione, and he explained his reasons for not hiring the teacher in 15 conclusionary and purely generalized terms describing him as plain worthless. Mirrione was "generally unsatisfactory," "immature behavior," and "exhibitionism, a rather crass regard for authority," "his work was unsatisfactory." Burke referred to a number of specific faults revealed during the 2 years of Mirrione's employment. The Respondent 20 also offered the testimony of a number of teachers whose combined stories paint an overall picture of complete and utter incompetence and failure on the job. The defense in total on this score is a complete combing of the past, dredging up every conceivable complaint one can 25 find against a teacher in a religious school. And a good portion of the misbehavior now charged to Mirrione graphically portrays his extensive participation in the September 1973 strike.

Most of the faults to which Burke referred were only told to him by others; his direct knowledge was very limited. What is most 30 significant about his explanation is that he went out of his way to emphasize that all the stories he heard about Mirrione's strike participation, and even alleged offensive conduct towards nonstrikers, had nothing to do with the decision not to hire him. Burke repeated more than once that he cared not at all about any of that. One wonders, 35 therefore, why all the testimony about strike misbehavior - real or fancied - was so much belabored at the hearing. The question is one of motivation - why was Mirrione treated so disparately? If the asserted defense be appraised in terms of sincerity, honesty, etc., such pointless embellishments start casting a serious doubt upon its entire credibility. 40 One teacher, Mullaney, testified that when she abandoned the strike Mirrione one day used very dirty language towards her, and even made an obscene gesture. Another, Soccia, said that the day after the strike ended Mirrione called her a scab right inside the school, near her classroom door. Mirrione denied these things. But Burke, while saying 45 at the hearing "what went on in the picket line was no concern to me,"

and that the Socci and Mullaney incidents were nothing he ever mentioned to Mirrione, nevertheless stressed the assertion he deemed Mirrione unfit for employment because he was "vulgar," "loud, boastful laughter, running about the building . . . ." This sort of double talk - first disparaging a man generally and then saying it had nothing to do with the case - does not sit well in the principal of a senior high school.

Be that as it may, some of the faults brought out in defense do bear a certain relationship to the asserted defense, although some carry very little meaningful weight.

Early in the academic year 1972-1973 Mirrione one day came to the building in bluejeans. During that same year, according to the very graphic recollection of a religious teacher named Hicks, there were complaints by parents about Mirrione's "lack of respect for . . . traditional Catholic teachings," the "sacraments . . . were never emphasized enough," "the abortion thing was mentioned to me several times." Hicks even said he had to transfer some boys from Mirrione's class to his. He never talked to Mirrione about this and there is no indication Burke ever heard or did anything about this intolerable behavior or incompetence. At the close of that school year Mirrione miscalculated the proper percentage of students who should receive failing grades; the error required consultation with Burke and the head of the department before it was straightened out. There is also a letter from one parent complaining of Mirrione's views about abortion. The letter was written in August of 1973, after the boy had failed Mirrione's course, and in it the mother reinforced her son's position vis a vis the teacher by finding fault with how Mirrione had taught the course earlier in the year.

In the face of all this Mirrione was hired for the following year. In comforts the defense little for Burke now blandly to say he made a mistake in not firing the man sooner. The fact is he did not.

And yet when an inference of illegality is proposed, fairness requires that all those factors that do bear a decent relationship to the question be considered. In March of 1974 there took place a mini-marathon by the school children; its purpose, as Mirrione admitted, "to culminate the fund raising drive" for the school. Asked to participate, he refused, because, as the head of department who asked him to do so testified, "he felt that the school was not . . . fulfilling certain obligations . . . towards us as a group, we should not go out of our way in such a great way to help." Burke heard of this and wrote him a letter in criticism. There is disagreement among the witnesses on whether Mirrione spoke too harshly to Sullivan that day, but I do not think that minor issue is of great moment. 9/ What cannot be ignored is that by his refusal Mirrione definitely lessened his desirability on the faculty of a school in financial stress.

50 9/ Sullivan, the head of the department, said only that Mirrione that day spoke "a little above the normal conventional level." (Continued)

There was a departmental conference of theology teachers also in the spring of 1974, attended by at least one woman teacher from another school. Some participants got the word to Burke that in their opinion Mirrione belittled "the sacramentality of marriage," or otherwise underemphasized its religious aspect as distinguished from the "reality." Again Mirrione explained this matter away as no more than a philosophical play on words among the teachers, but who can really pass judgment here? But again, however, it cannot be gain said that a question of this kind, in a school of this kind, raises something that the hiring authorities have a right to consider in evaluating an applicant for hire, or for rehire.

Reverting to the original question, there are other factors to be considered. The case in favor of the complaint is not helped by the fact that Mirrione was not called a month later when there developed vacancies in the department. Nor is it of significance here, that when the strike ended, and the auditorium where Mirrione used to meet with one class was under reconstruction, no other place was found for him and he had to dismiss that one class three times in a single week. On the other hand - and these questions are always like revolving tops - Mirrione was not the only loud unioneer, or striker. Indeed, virtually all the teachers struck, the majority of them for the entire 4 weeks. Most of the teachers did as much to help the Union as he did, and most were hired the next year. And there was also much name calling - scab - by others as well. Further, there were other teachers who were not hired, and who also engaged in the strike. And some quite active strikers were promoted, or offered promotions. These are relevant factors that cannot be ignored. Mirrione told a graphic story of his union activities, but there is no significant proof to support a subsidiary finding that he stood out among the others in this respect. He said he helped Monroe write union leaflets, but no one proved Burke, or other high authorities in the school, knew this.

If the fact Mirrione favored the Union, plus the fact he was not hired, are enough to prove the reason he was not hired was because he favored the Union, it means any teacher who struck and was not hired could also have been added to the complaint. But union activities are not a form of insurance against discharge. There must be something probative to show the employer was out to get this one man. The school authorities - and it does not really matter in this special case whether they be called

9/ (Continued) and that he just "kind of shrugged it off." I discount entirely the testimony of Richard Picardi, an assistant principal, who was offered to prove that Mirrione spoke very harshly to Sullivan. Picardi as a witness revealed extreme hate and anger, spoke almost irrationally, and was obviously driven by uncontrollable personal dislike of Mirrione.

5 the Diocese or Nazareth Regional board of trustees - wanted to get rid of the Union; that much I am satisfied is true. And Burke even told the assembled teachers in September he would do something if they tried to strike, at least, again. But there simply is not enough probative evidence to show he, or the school, entertained a pinpointed animosity against this one teacher because of his participation with a very large group, all of whom did as much as he.

10 In my considered judgment, I find the evidence on this record as a whole insufficient to support the complaint allegation as to Mirrione, and shall therefore recommend dismissal of the complaint allegation to that effect.

15 **Conclusions of Law**

20 1. By threatening to take retaliatory action against its employees in order to put a stop to their union or strike activities, the Respondent Nazareth Regional High School, through its school Principal Brother Matthew Burke, has engaged in and is engaging in unfair labor practices in violation of Section 8(a)(1) of the Act.

25 2. The aforesaid unfair labor practices are unfair labor practices within the meaning of Section 2(6) and (7) of the Act.

30 Upon the foregoing findings of fact, conclusions of law and the entire record and pursuant to Section 10(c) of the Act, I hereby issue the following recommended: 10/

35 **ORDER**

40 The Respondent, Nazareth Regional High School, Brooklyn, New York City, its officers, agents, successors and assigns, shall:

45 1. Cease and desist from threatening to take retaliatory action against its employees for the purposes of stopping their union or strike activity, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the right to self-organization, to form, join or assist Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

50 10/ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

5 (a) Post at its high school called Nazareth Regional High School in Brooklyn, New York City, copies of the notice attached hereto and marked "Appendix." <sup>11/</sup> Copies of said notice on forms provided by the Regional Director for the 29th Region, after being duly signed by its representatives, shall be posted by the Respondent Nazareth Regional High School immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to its employees are customarily posted. Reasonable steps shall be taken by it to insure that said notices are not altered, defaced, or covered by any other material.

10 15 (b) Notify the Regional Director for Region 29, in writing, within 20 days from the date of the receipt of this Decision, what steps the Respondent has taken to comply herewith.

20 It is hereby recommended that the complaint be, and it hereby is, dismissed in its entirety with respect to the Respondents Roman Catholic Diocese of Brooklyn and Henry M. Hald High School Association, and in all other respects aside from the unfair labor practice here found, as to Nazareth Regional High School.

25 Dated at Washington, D. C. AUG 26 1975

*Thomas A. Ricci*  
Thomas A. Ricci  
Administrative Law Judge

40 45 11/ In the event that the Board's Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."



# NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

THE NATIONAL LABOR RELATIONS BOARD HAVING FOUND, AFTER  
A TRIAL, THAT WE VIOLATED THE FEDERAL LAW BY THREATENING  
OUR EMPLOYEES WITH RETALIATION FOR THE PURPOSE OF  
COERCING THEM IN THEIR STATUTORY RIGHT TO ENGAGE IN  
UNION ACTIVITIES:

WE WILL NOT threaten to take retaliatory action against  
our employees in order to curb their union or strike  
activities.

WE WILL NOT in any like or related manner interfere with,  
restrain, or coerce our employees in the exercise of  
their right to self-organization, to join or assist  
LAY FACULTY ASSOCIATION, LOCAL 1261, AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO, or any other labor organization,  
and to engage in other concerted activities for the  
purposes of collective bargaining or other mutual aid  
or protection, or to refrain from any and all such  
activity.

NAZARETH REGIONAL HIGH SCHOOL  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced,  
or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed  
to the Board's Office, 16 Court Street, 4th Floor, Brooklyn, N.Y. 11241 (Tel. No. 212-396-3535).

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

ROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALD HIGH SCHOOL ASSOCIATION  
NAZARETH REGIONAL HIGH SCHOOL

and

Case Nos. 29-CA-3872  
29-CA-4156

LAY FACULTY ASSOCIATION, LOCAL 1261  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO

GENERAL COUNSEL'S EXCEPTIONS  
TO THE DECISION OF THE  
ADMINISTRATIVE LAW JUDGE

7-2-3  
Joel H. Friedman  
Counsel for the General Counsel  
National Labor Relations Board  
Region 29  
16 Court Street  
Brooklyn, New York 11241

Administrative Law Judge Thomas A. Ricci issued his Decision and Recommended Order in the above-entitled case on August 26, 1975, wherein he dismissed certain allegations of the Complaint. The Administrative Law Judge found that Respondents Roman Catholic Diocese of Brooklyn (hereinafter called Respondent Diocese) and Henry M. Hald High School Association (hereinafter called Respondent Hald) had bargained in bad faith with Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO (hereinafter referred to as Local 1261 or LFA) but dismissed the 8(a)(5) charges against said Respondents despite the fact that at the time of said bargaining in bad faith, the LFA was the contractual bargaining representative of the employees of <sup>H</sup> said Respondents. The Administrative Law Judge also found that Respondent Nazareth Regional High School, (hereinafter called Respondent Nazareth) was a successor employer to Respondents Diocese and Hald for employees covered by the LFA's contract with the latter but found no obligation on the part of the successor to bargain with the LFA. Administrative Law Judge Ricci also found that anti-union petitions and a formal Decertification Petition had been circulated and filed by supervisors and agents of Respondents but dismissed the allegations of the Complaint pertaining to the conduct. Lastly, the Administrative Law Judge found that there was insufficient evidence to establish that James Mirrione had been discriminated against within the meaning of Section 8(a)(3) of the Act and dismissed the complaint with regards to him.

The General Counsel respectfully urges the Board to adopt these findings of fact to which General Counsel takes no exception, since these findings are supported by a preponderance of the credible evidence adduced at the hearing.

1/ See Henry M. Hald High School Association, 213 NLRB No. 75.

The General Counsel also respectfully urges the Board to modify certain portions of the Administrative Law Judge's Decision and Recommended Order to which it hereby excepts. The General Counsel takes the following specific exceptions and will submit a brief in support thereof.

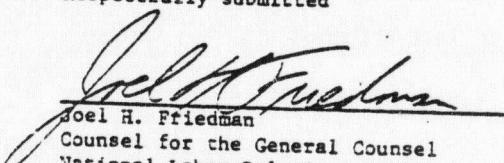
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EXCEPTIONS

1. The Administrative Law Judge erred in stating that there could be no finding that the Union was authorized by a majority of the non-supervisory employees at Nazareth High School in the Spring of 1974 (JD 10, Lines 40-44).
2. The Administrative Law Judge erred in recommending dismissal of the allegations of violations of Section 8(a)(5) against all Respondents (JD 14, Lines 39-45).
3. The Administrative Law Judge erred in finding the evidence insufficient to prove the complaint allegations that by their activities relating to the June 3rd Petition, the predecertification petition of October 16 and the October 18 decertification petition itself, the supervisors named in the Complaint committed violations of Section 8(a) (1) of the Act chargeable to the Respondents (JD 15, Lines 1-6).
4. The Administrative Law Judge erred in failing to find that James Mirrione was discriminated against by Respondent Nazareth in violation of Section 8(a)(3) because of his membership in and activities in support of the LFA and other protected concerted activities (JD 20, Lines 4-12).
5. The Administrative Law Judge erred in recommending the dismissal of the complaint in its entirety with respect to Respondents Roman Catholic Diocese of Brooklyn and Henry M. Hald High School Association and partially with respect to Respondent Nazareth Regional High School (JD 21, Lines 19-21; entire decision).

Dated: Brooklyn, New York this 1st day of October, 1975.

Respectfully submitted

  
Joel H. Friedman  
Counsel for the General Counsel  
National Labor Relations Board  
Region 29  
16 Court Street  
Brooklyn, New York 11241

2/ "JD" refers to page of the Decision of the Administrative Law Judge.

UNITED STATES OF AMERICA  
BEFORE THE  
NATIONAL LABOR RELATIONS BOARD

-----  
ROMAN CATHOLIC DIOCESE OF BROOKLYN, :  
HENRY M. HALD HIGH SCHOOL ASSOCIATION, :  
and NAZARETH REGIONAL HIGH SCHOOL, :  
Respondent, : Case No. 29-CA-3872  
and :  
LAY FACULTY ASSOCIATION, LOCAL 1261, :  
AMERICAN FEDERATION OF TEACHERS, : and  
AFL-CIO :  
Charging Party. : Case No. 29-CA-4158  
-----

STATEMENT OF CROSS-EXCEPTIONS  
OF RESPONDENT NAZARETH REGIONAL  
HIGH SCHOOL TO THE DECISION  
AND ORDER OF THE ADMINISTRATIVE  
LAW JUDGE

4  
Alfred T. DeMaria  
Kevin J. McGill  
120 Broadway  
Suite 3151  
New York, New York

THE UNITED STATES OF AMERICA.  
BEFORE THE  
NATIONAL LABOR RELATIONS BOARD

-----  
ROMAN CATHOLIC DIOCESE OF BROOKLYN, :  
HENRY M. HALD HIGH SCHOOL ASSOCIATION, :  
and NAZARETH REGIONAL HIGH SCHOOL, :  
Respondents, : Case No. 29-CA-3872  
and :  
Lay Faculty Association, Local 1261 : and  
AMERICAN FEDERATION OF TEACHERS, :  
AFL-CIO : Case No. 29-CA-4158  
Charging Party.  
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STATEMENT OF EXCEPTIONS OF RESPONDENT,  
NAZARETH REGIONAL HIGH SCHOOL

TO THE

DECISION AND ORDER OF THE ADMINISTRATIVE LAW JUDGE

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Respondent (hereinafter "Respondent" or "Nazareth"), excepts to the Decision and Recommended Order of the Administrative Law Judge dated August 26, 1975 and will file a brief in support of its exceptions and in response to the Brief of the General Counsel.

1. To the finding that the Charging Party, Lay Faculty Association, (LFA) is a labor organization within the meaning of Section 2(5) of the Act. (JD-2;1 36-39)

The record conclusively proves that the LFA is thoroughly dominated by supervisors within the meaning of the Act, that such supervisors are LFA members, hold high office within the Union, serve on bargaining committees, handle grievances and serve as union delegates at some of the school covered by the union contract. The record also shows that the union constitution admits supervisors to membership and that they continue to qualify for union office. Under these circumstances the LFA cannot be regarded as a bona fide labor organization within the meaning of Section 2(5) of the Act.

2. To the finding that Nazareth Regional High School, because it is a religious institution and a Catholic school, remains subject to ultimate control of the Diocese and its regularly constitutional authorities. (J.D. 3;1 5-7)

There is no support in the record for the finding that Respondent Nazareth remains subject to the ultimate control of the Diocese. Rather, the testimony and the exhibits show that Respondent Nazareth is a new and independent institution, governed by a lay board of trustees, possessed of its own charter, and not subject to the control of anyone or anything but duly constituted government authority and the acts of the trustees.

3. To the finding that Respondent Nazareth "remaining defenses are secondary to the main issues" of majority status and labor organization. (J.D.-3; 1 38-39)

None of the defenses asserted by Nazareth are secondary to the Administrative Law Judge's perception of the main issues. The question of presumption of continuing majority and unit inclusion are indispensable to Nazareth's defense to the charge of unlawful refusal to bargain.

4. To the finding that Nazareth was clearly a successor within the Board's meaning of the phrase. (J.D.-3;1 41-45)

The record reveals that the contract bargaining unit was composed of several schools which made up the Hald Association which was the employer. The presumption of continuing majority ran to the multi-school unit. It did not attach to each and every individual school within the contract unit. Respondent cannot be a legal successor to Hald since Nazareth did not employ a majority of the employees of the Hald Association. Additionally, an analysis of the union's checkoff list of April 1974, combined with relevant testimony and exhibits, reveals that, in fact, the LFA did not represent a majority of the new faculty in September 1974. Further, the ALJ's finding as to the number of Nazareth Diocesan teachers who were employed by the new school is wrong.

5. To the finding that had majority status been proven, a violation of law would have been established. (J.D.-5;1 17-19)

The Administrative Law Judge's statement overlooks his further finding that the contract was "too greatly enmeshed with management" and completely overlooks the record evidence that objective evidence existed to support Respondents' assertion that as early as the Spring of 1974, the faculty at Nazareth had rejected LFA claims of representation. The Judge's finding also ignores the crucial issue of inclusion of religious faculty in any appropriate bargaining unit.

6. To the finding that Brother Matthew Burke denied that he was an agent of Hald during the last year of Nazareth Diocesan and that Burke attempted to "get rid of the Union." (J.D.-5;1 39-45)

The record reveals that Burke was an agent of Hald in the final year of Nazareth Diocesan High School. He never denied this. There is no support in the record for the ALJ's finding that Burke was trying to get rid of the Union.

7. To the finding that Burke, by rejecting the LFA formulated application for employment at the new school, was admitting his anti-union state of mind from the very beginning. (J.D.-6;1 7-8)

The record conclusively shows, both through testimony and exhibits, that this document was rejected by the Board of Trustees because it was not clear whether, in fact, the individuals were applying for a position at the new school.

8. To the finding that Keenan promised to hire "all the people" as early as March 1974. (J.D.-6;1 22-30)

The record evidence is contrary to this finding. Exhibits which were received in evidence clearly show that the Board of Trustees communicated its intention to recruit from all sources, including outside of the Nazareth Diocesan faculty and that jobs could not be promised to all of the old faculty. The ALJ's finding in this regard rests entirely on a credibility resolution rather than on examination of the record evidence.

9. To the finding that were the complaint otherwise proved, a basis would exist to support an unlawful refusal to bargain as early as March 1974. (J.D.-6;1 29-30)

Apart from the issues raised in exception number 5, the ALJ's finding defies logic since the faculty could not possibly have been employed by Respondent Nazareth in March 1974. In fact, the faculty was employed by the Hald Association up to and including August 31, 1974. Assuming, arguendo, that an obligation to bargain ever attached, it could not have occurred until September 1, 1974. In fact, Nazareth Regional had no official existence until June 28, 1974 when it was granted a charter by the New York Board of Regents.

10. To the finding that the whole, for purposes of majority status, starts with 63. (J.D.-7;1 38-39)

The whole starts with 400, since the predecessor, as alleged in the complaint, and as continuously asserted throughout the proceeding, is Hald, the employer of all the employees in the contract unit.

11. To the finding that Respondent Nazareth stipulated that Gallagher was a supervisor within the meaning of the Act. (J.D.-11;1 - 15-16)

Gallagher was never a supervisor, either before or after the take-over, and Respondent Nazareth never so stipulated.

12. To the implied finding that the Diocese and Hald maintained a cooperative relationship with Nazareth so as to take this case out of the usual business context. (J.D.-12;1 22-25)

There is no support in the record for this conclusion. To the extent that a transfer of property took place, Nazareth and the Diocese cooperated with each other. However, there is no known principle of law which recognizes "cooperation" between contracting parties as evidence of alter-ego or successorship. This unsubstantial finding is typical of an approach to litigation which relies more on feeling and surmise than evidence.

13. To the finding that Respondent Nazareth's good faith doubt of the LFA's majority status rested solely on the stipulation, entered at the hearing, that department chairman and coordinators are supervisors within the meaning of the Act. (J.D.-14;1 17-20)

The record is filled with testimony and exhibits, unrelated to the supervisory question, which were specifically offered for the purpose of supporting Respondent's good faith doubt. This includes testimony relating to the number of employees who abandoned the strike in October 1973, unsolicited written reorganizations from the Union which were given over to Respondent, the faculty rejection of a strike in June 1974 where only members in good standing were permitted to vote, employee attempts to resign which were rejected by the Union, the June 3rd letter, the October 16, 1974 petition, and individual conversations between supervisors and faculty members wherein rejection of the LFA as bargaining representative was urged,

14. To the finding that Respondents Hald and Nazareth jointly deliberately by-passed the Union and dealt with the employees. (J.D.-14;1 26-27)

This finding of the ALJ presupposes that Nazareth had a legal obligation to bargain with the LFA in the first place. No such obligation ever attached and even if it had, it could not have been attached until September 1, 1974. Therefore, findings that Nazareth by-passed the Union in the spring of 1974, are gratuitous, not supported by the record, and are legally insufficient.

15. To the finding that the religious teachers at Nazareth are "monastic order members." (J.D.-14;ftnt. 8)

There is nothing at all monastic about the religious order members of Nazareth. They have not forsaken the world for a silent, cloistered existence, as the ALJ finding implies. This is a critical fact because the unit placement of the faculty members is very much in issue.

16. To the finding that Brother Matthew Burke told the faculty on September 4, 1974 that he would take measures to cut off union activities and strike action in the future. (J.D.-16;1 3-8)

The testimony of witnesses, both friendly and adverse to Respondent, coupled with exhibits marked in evidence, clearly reveals that Brother Burke was referring to - and was understood to be referring to - the aftermath of the October 1973 strike, when he spoke to the teachers on September 4, 1974.

17. To the finding that Respondent Nazareth combed the past to resurrect long forgotten incidences to justify the refusal to hire Mirrione. (J.D.-17;1 22-25)

This finding is unwarranted because it empliedly rejects the salutary fact that Mirrione was a thoroughly unsatisfactory employee. Such a finding puts Respondent in peril because it went to the trouble of documenting the reasons why it felt Mirrione was an unsatisfactory candidate for employment. Followed to its logical conclusion, this approach would sustain the discharge of a moderately unsatisfactory employee while overturning the discharge of a thoroughly unsatisfactory employee on the ground that the record reveals too much.

18. To the ALJ's failure to find that 8(a)(i) allegations with respect to the June 3, 1974 letter and the 8(a)(3) allegations as to Mirrione were time-barred by Section 10(b) of the Act.

Respectfully submitted,

Kevin J. McGill  
Attorney for Respondent Nazareth  
120 Broadway  
Suite 3161  
New York, New York

Dated: October 20, 1975

222 NLRB No. 156

D-830  
Brooklyn, N.Y.UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARDROMAN CATHOLIC DIOCESE OF BROOKLYN,  
HENRY M. HALD HIGH SCHOOL ASSOCIATION,  
NAZARETH REGIONAL HIGH SCHOOL

and

Cases 29-CA-3872 and  
29-CA-4158LAY FACULTY ASSOCIATION,  
LOCAL 1261, AMERICAN FEDERATION OF  
TEACHERS, AFL-CIO

## DECISION AND ORDER

On August 26, 1975, Administrative Law Judge Thomas A. Ricci issued the attached Decision in this proceeding. Thereafter, the Acting General Counsel, hereafter called General Counsel, the Charging Party, and Respondents Hald and Nazareth filed exceptions and supporting briefs.<sup>1/</sup>

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,<sup>2/</sup>

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<sup>1/</sup> Respondent Nazareth characterized its exceptions as cross-exceptions and its supporting brief as in opposition to the General Counsel's exceptions as well as to the Administrative Law Judge's Decision.

<sup>2/</sup> Respondent Hald and Respondent Nazareth have excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. Standard Dry Wall Products, Inc., 91 NLRB 544 (1950), enfd. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

and conclusions of the Administrative Law Judge only to the extent consistent herewith.

The Administrative Law Judge recommended dismissal of the allegations that Respondent Diocese and Respondent Hald violated Section 8(a)(5) by withholding information requested by the Union concerning the plan to change management at Nazareth Diocesan High School and its effect upon teachers' employment conditions, and that Respondent Nazareth violated Section 8(a)(5) by its refusal to bargain with the Union. Central to the Administrative Law Judge's determination is his finding that the evidence does not prove that the Union, in fact, represented a majority of the nonsupervisory teachers either in the spring of 1974 or on September 1, 1974. We find merit in the General Counsel's and the Charging Party's exceptions to these findings.

The Union and Respondent Hald were parties to a collective-bargaining agreement which expired August 31, 1974. <sup>3/</sup> By letter dated December 10, 1973, the Union was informed that, effective August 31, 1974, operation and control of Nazareth Diocesan High School would be transferred from Respondent Hald and Respondent Diocese to a neighborhood community group which would operate Nazareth as a regional high school. Nazareth Regional was to be incorporated under a board

3/ Respondent Hald, an educational corporation formed pursuant to the laws of the State of New York, was organized in 1972 by the Roman Catholic Diocese of Brooklyn, New York, to operate a system of private, nonprofit Catholic high schools in Brooklyn and Queens, New York. Brother Medard Shea, assistant superintendent for teacher personnel of both Respondents Diocese and Hald, testified that Respondent Hald "is an association of the Diocesan high schools, which was incorporated separately within the framework of the Catholic Schools office." The Diocese of Brooklyn owns the schools of the Hald Association and retains control over the schools through the Catholic Schools office. Until August 31, 1974, the Union and Respondent Hald were parties to a multischool contract which covered nine schools, including Nazareth Diocesan High School. See also Henry M. Hald High School Association, The Sisters of St. Joseph, 213 NLRB No. 54 (1974).

of trustees which would assume responsibility for the school's operation.

Informed of this plan to change the school's operation, the Union, in January 1974 and several times thereafter, requested that Respondents Hald and Diocese provide it with information concerning the planned change. <sup>4/</sup> The requested information was never furnished by either Respondent.

We agree with the Administrative Law Judge's finding that Brother Medard Shea's deliberate refusals to provide the requested information "constitute the clearest refusals to bargain in good faith . . . ." The Administrative Law Judge, however, also recommends dismissal of all 8(a)(5) allegations "on the sole ground" that there is inadequate evidence of the Union's majority status. As the foregoing indicates, the Union requested information concerning the proposed closing of Nazareth Diocesan High School while a contract was in effect between the Union and Respondent Hald. The requested information was clearly relevant to dealings between the Employer and Union in its representative capacity. Neither Respondent Hald nor Respondent Diocese offers a reasonable basis for doubting the Union's majority status at the times the information was requested. In these circumstances, whether the Union, in fact, represented a majority of the teachers when the new Nazareth Regional High School began operation is irrelevant to Respondent Hald's contractual obligation to bargain with the Union at the times in question. Contrary to the Administrative Law Judge, therefore, we find that Respondent Hald's refusal to provide the requested information violated Section 8(a)(5) and (1) of the Act.

<sup>4/</sup> According to the testimony of both Robert Gordon, president of the Union, and Brother Medard Shea, assistant superintendent for teacher personnel of both Respondents Diocese and Hald, the Union sought information concerning: what effect the school's proposed closing would have on teachers; who presently owned and operated the school and who would own and operate the school after August 31, 1974; who was on the board of trustees designated to operate the school; and who would serve as chairman of the board of trustees.

Failing to receive the information requested from Respondents Hald and Diocese, and having heard that Thomas Keenan was chairman of the board of trustees which would operate the new Nazareth Regional High School, Robert Gordon, the union president, then sent a letter to Keenan claiming union representative status and requesting a meeting. When Keenan did not respond, Gordon telephoned him on March 25. Keenan acknowledged that he was chairman of the board and also told Gordon the Union would hear from Nazareth's counsel whom Keenan refused to identify. Keenan then stated: "I don't understand what you're worried about though. We intend to rehire all of the people back. They will be retained next year." Not hearing from Nazareth's counsel, Gordon again wrote Keenan, on April 11, to confirm their earlier conversation. By letter dated April 30, 1974, Keenan replied, disavowing any promise to rehire all current Nazareth teachers. <sup>5/</sup> There was no further formal communication between Gordon and Keenan until June 20, 1974, after the hiring of the new faculty at Nazareth Regional when Gordon again demanded that Respondent Nazareth recognize and bargain with the Union. Respondent Nazareth did not respond to the Union's demand.

Consideration of Respondent Nazareth's legal obligations in this case is twofold: (1) whether Respondent Nazareth succeeded to Respondent Hald's bargaining obligation on and after September 1, 1974, when it commenced operation of Nazareth Regional High School; and (2) whether Respondent Nazareth violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain with the Union concerning the fixing of initial terms and conditions of employment.

5/ At the hearing, Keenan also denied the statement concerning his intent to hire all the teachers. The Administrative Law Judge, however, did not credit Keenan's denial. Rather, the Administrative Law Judge credited Gordon's version. We affirm the Administrative Law Judge's crediting of Gordon's version since the clear preponderance of all the relevant evidence convinces us that his resolution is correct. Standard Dry Wall Products, Inc., supra.

We agree with the Administrative Law Judge's conclusion that Respondent Nazareth was clearly a successor employer. Notwithstanding Keenan's disavowal of an intention to rehire all of the teachers employed by Respondent Hald, the new faculty at Nazareth Regional consisted almost entirely of the teaching complement previously working at Nazareth Diocesan. Thus, of the total of 55 lay teachers 6/ who were employed by Respondent Nazareth when it began operation of Nazareth Regional on September 1, 1974, 49 were previously employed by Respondent Hald at Nazareth Diocesan. 7/ Of the 49 teachers, 38 were nonsupervisors. 8/ Nor did Respondent Nazareth effect any other substantial change in the school's operation. Even Brother Matthew Burke, who had served as principal of Nazareth Diocesan for 5 years, was rehired by Respondent Nazareth. We therefore conclude that Respondent Nazareth succeeded to Respondent Hald's bargaining obligation on September 1, 1974, when it commenced operation of Nazareth Regional and had "selected as its work force

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6/ The contract between the Union and the Henry M. Hald Association which expired August 31, 1974, provided: "C. The terms of this Agreement shall apply only to full-time, permanent lay teachers employed in the member schools of the Association." The Board has held that lay teachers may compose an appropriate unit. Henry M. Hald High School Association, The Sisters of St. Joseph, supra; Seton Hill College, 201 NLRB 1026 (1973). Respondent Nazareth, however, contends that the religious teachers must be included in the appropriate bargaining unit. On the basis of the entire record and the decisions cited above, we conclude that in this case a unit of lay teachers excluding religious teachers is appropriate for the purposes of collective bargaining. We note, however, that of the eight religious teachers employed by Respondent Nazareth on September 1 all were previously employed by Respondent Hald at Nazareth Diocesan.

7/ It is interesting that Brother Matthew Burke, principal of Nazareth Diocesan for 5 years prior to continuing as principal of Nazareth Regional after September 1, 1974, testified that during his years as principal the annual turnover rate among teachers at Nazareth Diocesan was 10 to 15 teachers per year. Since Respondent Nazareth hired only six new teachers, it appears that a higher percentage of teachers returned during the transfer of the school from Respondents Hald and Diocese to Respondent Nazareth than was ordinarily the case in prior years.

8/ Respondent Nazareth, the Union, and General Counsel stipulated to the supervisory status of 11 teachers after September 1, 1974. Respondent Hald did not take a position with respect to this stipulation.

the employees of the previous employer to perform the same task at the same place  
<sup>9/</sup> they had worked in the past."

In making this determination, we disagree with the Administrative Law Judge's assessment that the record evidence fails to establish the Union's majority status. It is well settled that a successor employer is obligated to bargain with a union which is the exclusive representative of the employees acquired from the predecessor, absent a reasonably based doubt that such union represents a majority <sup>10/</sup> of the employees. This is so whether such representative status is evidenced by a Board certification or by recognition and the existence of a collective-<sup>11/</sup> bargaining contract.

Therefore, after expiration of its contract with Respondent Hald on August 31, 1974, the Union was entitled to a continuing presumption that it was the exclusive representative of the employees, subject to rebuttal only by a showing of reasonably based doubt as to such status. <sup>12/</sup> Here, this continuing presumption of majority status in the successor unit <sup>13/</sup> is strengthened by evidence that in April 1974,

<sup>9/</sup> N.L.R.B. v. Burns International Security Services, Inc., 406 U.S. 272, 278 (1972).

<sup>10/</sup> N.L.R.B. v. Downtown Bakery Corp., 330 F.2d 921 (C.A. 6, 1964); N.L.R.B. v. McFarland and S.R. Hullinger, d/b/a McFarland & Hullinger, 306 F.2d 219 (C.A. 10, 1962); Burlington Roadbuilders 149 NLRB 791 (1964); Maintenance, Incorporated, 148 NLRB 1299 (1964).

<sup>11/</sup> The Board has rested its majority finding on a presently existing or recently expired contract. See, e.g., Tom-A-Hawk Transit, Inc., 174 NLRB 124 (1969); Michaud Bus Lines, Inc., et al., 171 NLRB 193 (1968); Valleydale Packers, Inc., of Bristol, 162 NLRB 1486 (1967).

<sup>12/</sup> It is noteworthy that in N.L.R.B. v. Burns International Security Services, Inc., supra, the Supreme Court rejected a rule which would require the previously represented employees to reaffirm their support for the union after transition to the successor so as to make the union's majority in the new operation mathematically demonstrable.

<sup>13/</sup> The successor unit, under Respondent Nazareth, although a division of the multischool unit existing under Respondent Hald, is also appropriate since it may be an independently appropriate unit. Henry H. Hald High School Association, The Sisters of St. Joseph, supra; Howard Johnson Company, 198 NLRB No. 98 (1972); Solomon Johnsky, d/b/a Avenue Meat Center, 184 NLRB 826 (1970).

14/

while the Union's contract with Respondent Hald was still in effect, 26 of  
15/  
the 44 nonsupervisory teachers eventually employed by Respondent Nazareth  
were then paying dues to the Union in accordance with the contract's checkoff  
16/  
authorization provision. It is also clear that Respondent Nazareth began  
operation of Nazareth Regional with knowledge that the Union had representative  
status as contractual bargaining representative of the teachers employed by  
17/  
Respondent Hald.

Respondent Nazareth, however, contends that it possessed a reasonably based  
doubt as to the Union's majority status and therefore could withhold recognition.  
We disagree. Particularly significant, in our view, is that Respondent Nazareth  
did not question the Union's majority status either in response to the Union's  
18/  
June 20, 1974, demand for recognition or when Nazareth Regional opened in

14/ Included among this number is James P. Mirrione. As indicated below, we find,  
contrary to the Administrative Law Judge, that Respondent Nazareth's refusal  
to hire him constituted a violation of Sec. 8(a)(3). Not included among this  
number are R. Mistretta who was a union member until July 29, 1974, and  
M. Jeffers who was a union member until approximately August 10, 1974.

15/ Included among this number are the six teachers newly hired by Respondent  
Nazareth.

16/ At the hearing, J. Cunningham, William Burke, and R. Sme, three nonsupervisory  
teachers whose union dues were still checked off in April 1974, testified  
that they did not attempt to resign from the Union because they were under the  
impression that they could not do so until October. As the Administrative Law  
Judge correctly notes, the Board generally does not accept oral testimony of  
earlier intent in matters of this kind. We see no reason to deviate from this  
rule here and therefore reject the oral testimony of these three teachers.  
We also note, however, that even assuming that these three teachers were not on  
dues checkoff in April 1974, that would still leave 23 of the 44 nonsupervisory  
teachers employed by Respondent Nazareth who were on dues checkoff.

17/ Thomas Keenan, chairman of Respondent Nazareth's board of trustees, testified  
to this effect.

18/ It is apparent from the record that Respondent Nazareth had completed hiring  
of its faculty sometime during the summer of 1974. Aware of this fact, on  
June 20, 1974, Gordon, the union president, wrote to Thomas Keenan demanding  
that Respondent Nazareth recognize and bargain with the Union. Since the record  
is inconclusive, however, as to exactly when Respondent Nazareth had actually  
completed hiring of a majority of its predecessor's teachers, we find that

(continued)

19/  
September 1974. Indeed, the issue of majority status was not raised until the hearing.

We note, moreover, that in now asserting its defense of reasonably based doubt, Respondent Nazareth relies on, inter alia, a June 3, 1974, letter addressed to the parents of Nazareth High School students and signed by 40 teachers. The letter expressed the disaffection of those teachers with a prior union communication which had criticized the new board of trustees and the treatment teachers were being accorded by school authorities. Rather than support a serious claim for doubting majority status, the June 3 letter merely expressed certain teachers' disagreement with a particular union action. Even assuming, arguendo, that the letter would otherwise constitute proof supportive of a claim of reasonably based doubt, such is not the case here since the letter was prepared by Supervisors 20/ Peter Holmes 21/ and James Serpico and signatures were solicited by them and others. Inasmuch as Holmes and Serpico were supervisors, we find that Respondent Hald thereby engaged in coercive conduct, interfering with employees' Section 7

18/ Respondent Nazareth's obligation to recognize and bargain with the Union did not mature until September 1, 1974, on which date Respondent Nazareth commenced operation of Nazareth Regional. We further find that the repeated refusals of both Respondent Hald and Respondent Nazareth to deal with the Union warrant a finding that a request for recognition and bargaining by the Union after September 1, 1974, would have been futile. See Henry M. Hald High School Association, The Sisters of St. Joseph, supra; Central American Airways, 204 NLRB 161 (1973); Roadway Express, Inc., 170 NLRB 1446, 1448 (1968).

19/ Nor did Respondent Hald question the Union's majority status when it refused to provide the information requested by the Union in January and the spring of 1974.

20/ Peter Holmes, chairman of the social studies department at the time in question, is an admitted supervisor.

21/ On June 3, 1974, James Serpico was coordinator of the music department. While Respondent Nazareth, the Union, and General Counsel stipulated to the supervisory status of Serpico in June 1974, Respondent Hald contends that he was not a supervisor at that time. On the basis of the entire record, particularly the testimony of Brother Matthew Burke concerning the duties

(continued)

rights, in violation of Section 8(a)(1) of the Act. That Serpico was also a  
22/ union member 23/ does not enable him to avoid the proscriptions of the Act.

Nor is personal knowledge of either Principal Brother Matthew Burke or Assistant Superintendent of Personnel Brother Medard Shea a prerequisite for the finding that Respondent Hald violated Section 8(a)(1) through the conduct of Supervisors 24/ Serpico and Holmes. Crucial to our finding is that the teacher employees were aware that Supervisors Holmes and Serpico were engaged in soliciting signatures on the letter, and that they were recommending the signing of the 25/ letter.

21/ of department coordinators, we find, in agreement with the Administrative Law Judge, that on June 3, 1974, James Serpico was a supervisor within the meaning of Sec. 2(11) of the Act.

22/ Holmes resigned from the Union on September 24, 1973.

23/ There is no allegation herein, however, of improper employer influence in union affairs or domination of the Union by the school in violation of Sec. 8(a)(2) of the Act.

24/ In this vein, we do note, however, the testimony of teacher Rose Vitelli who indicated that at the time Serpico approached her with the letter, she had not been informed of her status for the next school year. Nevertheless, Serpico congratulated her on being rehired (by Respondent Nazareth) and then asked her to sign the letter. Vitelli testified further that she signed the letter because she was afraid of not being rehired. Especially since Serpico was not Vitelli's supervisor and ordinarily should have had no information as to Vitelli's employment status which was not available to Vitelli, we can draw an inference from the foregoing that Brother Matthew Burke or some other high-level supervisor of Respondent Hald did have knowledge of the June 3 letter and that such letter was part of the antiunion campaign.

25/ For similar reasons, we find that the filing of an RD petition by Supervisor Peter Holmes on October 18, 1974, and the circulation of an antiunion petition in support of the RD petition on October 16, 1974, by Supervisors Peter Holmes, Charles Reiter, and Jane Hill constituted coercive conduct violative of Sec. 8(a)(1). See Bancroft Mfg. Co., Inc., et al., 189 NLRB 619, 627-630 (1971); Suburban Homes Corporation, 173 NLRB 497, 500 (1968); Big Ben Department Stores, Inc., 160 NLRB 1925, 1932-33 (1966), enfd. 396 F.2d 78, 81, 82 (C.A. 2, 1968).

In light of the foregoing, we view the record evidence as reaffirming rather than negating the presumption of continuing majority status to which the Union is entitled. We therefore conclude, as mentioned, that Respondent Nazareth succeeded to Respondent Hald's bargaining obligation on September 1, 1974, when it commenced operation of Nazareth Regional.

Having made this determination, we must consider whether Respondent Nazareth was obligated to bargain with the Union over the fixing of initial terms and conditions of employment. In N.L.R.B. v. Burns International Security Services, Inc., supra, the Supreme Court instructed that a successor employer is ordinarily free to set initial terms on which it will hire a predecessor's employees since prior to hiring a full complement of employees it will not be clear whether the union representing the predecessor's employees is also the majority representative of the successor's employees. The Court also indicated, however, that "there will be instances in which it is perfectly clear that the new employer plans to retain all of the employees in the unit and in which it will be appropriate to have him initially consult with the employees' bargaining representative before he fixes terms." <sup>26/</sup> This is such a case.

As noted, Respondent Nazareth's total teaching complement of 55 included 49 former Hald teachers. When Respondent Nazareth hired such a preponderance of Respondent Hald's employees, Thomas Keenan's expressed intention to retain the former Hald teachers became a reality. Since this intention to retain the former <sup>27/</sup> Hald teachers was expressed by Thomas Keenan on March 25, 1974, <sup>27/</sup> it became

26/ Burns, supra at 294-295.

27/ It is important to recall that on March 17, 1974, Robert Gordon wrote to Keenan claiming union representative status and requesting a meeting. Keenan's (continued)

appropriate at such time that Respondent Nazareth consult with the Union before imposing initial terms.

During March and April 1974, however, Keenan sent a letter to those who were then the faculty members of Nazareth Diocesan requesting an indication of whether or not the teachers were interested in employment at the new Nazareth Regional School. Enclosed with this letter was a copy of a standard employment agreement containing the terms and conditions of employment at Nazareth Regional High School. Certain responses to Keenan's letter were deemed unacceptable. <sup>28/</sup> Those faculty members who submitted unacceptable letters were sent another letter signed by Keenan informing them that they must indicate whether they wanted to be employed as a new employee of Nazareth Regional which "has no intention of being bound by the terms and conditions of employment which prevailed with a former school." During the beginning of August 1974, the standard employment agreement executed by the board of trustees was forwarded to the faculty for their signatures. The lay teachers were accordingly offered employment for the school year commencing on September 1, 1974, on the basis of these unilaterally imposed terms.

27/ voiced intent to retain the Hald teachers was made to Gordon during a telephone call made by Gordon and stemming from Keenan's failure to answer Gordon's letter.

28/ Principal Brother Matthew Burke testified that some of the responses were considered unacceptable because they were not "individually typed." Approximately 10 "came in in ditto form with the words, you know, union form throughout and nothing but a signature at the bottom." Brother Burke also acknowledged that some of the unacceptable letters referred to the Union's presence. The only two unacceptable letters on the record, which were put into evidence by Respondent Nazareth, expressed the interest of two teachers in continuing employment at the new Nazareth Regional school. Both letters also stated: "This letter of intent in no way prejudices our position with regard to terms of employment, which has frequently been communicated to you by our elected representatives."

Having found that during the period in question the Union was entitled to recognition as the teachers' bargaining agent in an appropriate unit, we further conclude that Respondent Nazareth was obligated to bargain with the Union concerning the standard employment agreement which was sent directly to the teachers.<sup>29/</sup> Our holding is limited, in accordance with the Burns decision, to ensuring that in situations such as here the successor employer refrains from dealing with unit employees individually concerning their future working conditions until it has initially consulted with the Union. Had good-faith bargaining efforts failed to result in agreement as to the proposed terms, Respondent Nazareth then could have initiated its own terms as the opening terms and conditions of employment upon the commencement of operations. In bypassing the Union and dealing directly with the teachers concerning their future working conditions, Respondent Nazareth violated Section 8(a)(5) and (1) of the Act.<sup>30/</sup> Accordingly, we shall order Respondent Nazareth to recognize and, upon request, bargain with the Union regarding the fixing of initial terms and conditions of employment after March 25, 1974.

We also disagree with the Administrative Law Judge's conclusion that the evidence is insufficient to support the allegation that Respondent Nazareth

29/ That Brother Burke testified that the agreement containing the terms and conditions of Nazareth Regional was sent to 50--55 of 65--70 prospective teachers does not affect our application of the Burns "plans to retain" caveat herein. The central fact remains that Respondent Nazareth expressed its intention to retain all of the former Hald teachers on March 25, 1974, and subsequently hired almost its entire teaching complement from among these teachers. Only six new teachers were hired. We note that at least one of the former Hald teachers, James Mirrione, was refused an offer of employment for unlawful reasons.

30/ See, e.g., Good Foods Manufacturing & Processing Corporation, Chicago Lamb Packers, Inc.—Division, 200 NLRB 623 (1972); Howard Johnson Company, supra.

violated Section 8(a)(3) by refusing to hire James Mirrione for discriminatory reasons. Mirrione was a dues-paying union member on ~~checkoff~~. It is undisputed that during the Union's 4-week strike in September 1973 Mirrione actively <sup>31/</sup> engaged in picketing and the drafting and distribution of union literature. In November 1973, Mirrione was elected by the Nazareth teachers as alternate to Union Delegate Stephen Monroe.

That both Respondent Hald and Respondent Nazareth wanted to get rid of the Union is also apparent. As expressed by the Administrative Law Judge regarding the school authorities' failure to bargain with the Union in good faith, it is clear that Principal Brother Burke's intent "was to take advantage of the occasion of the change-over to get rid of the Union." It is against this background of <sup>32/</sup> Respondent Nazareth's union hostility and Mirrione's union activity <sup>32/</sup> that the events culminating in Respondent Nazareth's refusal to hire Mirrione must be viewed.

Indicative of Respondent Nazareth's unlawful motivation in refusing to hire Mirrione are the events surrounding his involvement in the mini-marathon incident. During March 1974, a mini-marathon was held to culminate the fundraising drive <sup>33/</sup> for the new school Nazareth Regional. When Dan Sullivan, teacher and track coach, asked Mirrione if he was going to run in the marathon, Mirrione said no, explaining

<sup>31/</sup> The Administrative Law Judge stated: "[Mirrione] was a publicized participant for the least."

<sup>32/</sup> Mirrione's unrebutted testimony indicates that prior to the strike he had contact with Principal Brother Burke approximately 3 or 4 times a week on a personal basis and once a month in formal meetings of the theology department. After the strike, Mirrione only met with Brother Burke once during the entire 1973-74 school year.

<sup>33/</sup> The Administrative Law Judge erroneously termed Sullivan a head of a department.

that "he felt that the school was not . . . fulfilling certain obligations . . . towards [the teachers] as a group, we should not go out of our way in such a great way to help." When Principal Brother Burke heard of this conversation, he wrote Mirrione a letter, dated March 28, 1974, accusing him of becoming actively involved in encouraging certain members of the faculty to share in his attitude of nonsupport for Nazareth's current fundraising activities. The letter also stated:

It is totally immaterial to me what your individual opinion might be, what I will not tolerate in this school, however, is a faculty member actively campaigning to enlist the support of other faculty members in not participating in an extremely important school concern.  
[Emphasis supplied.]

It is apparent that Mirrione's refusal to participate in the marathon stemmed from the school's unlawful avoidance of its obligation to inform the teachers, through their bargaining agent, of what effect the changeover would have on the teachers' status. When considered in this context, Brother Burke's response to Mirrione's position further evidences the deliberate steps which the school had taken to discourage union activity.

In April 1974, when Mirrione, unlike most other teachers, had not received Keenan's letter enclosing the standard employment agreement for Respondent Nazareth, Mirrione wrote to Keenan. When he did not get a reply, Mirrione,

34/ Sullivan testified that he never discussed this incident with Principal Brother Burke. Apparently, Burke heard of the incident from an assistant principal, Richard Picardi, who overheard the conversation between Sullivan and Mirrione. Picardi was called as a witness to prove that Mirrione spoke very harshly to Sullivan. The Administrative Law Judge, however, discounted Picardi's testimony since it "revealed extreme hate and anger" and Picardi "was obviously driven by uncontrollable personal dislike of Mirrione."

accompanied by Union Delegate Monroe, went to see Principal Brother Burke. Over the repeated protests of both Monroe and Mirrione, Burke insisted upon seeing Mirrione alone, without his union delegate present. When Mirrione asked Burke why he had not been informed of his status for the coming year, Burke simply replied, "The Board of Trustees has not offered you a position." A letter from Keenan dated June 13, 1974, merely indicated that there were no available positions for the school year. Neither Burke nor Keenan ever gave Mirrione any further reasons for his nonrenewal.

35/

Nevertheless, in testifying as to the reasons for not rehiring Mirrione, Brother Burke stated that during Mirrione's first year of teaching at Nazareth, 1972-73, Mirrione's work performance was generally unsatisfactory. Burke also indicated that he had met with Mirrione regarding problems such as immature behavior, exhibitionism, and a rather crass disregard for authority which, for example, would take the form of dress.

Notwithstanding Burke's assertions concerning Mirrione's first-year performance, Mirrione was rehired for the 1973-74 school year. The only three written evaluations of Mirrione's teaching performance for that year are favorable.

36/

35/ In October 1974, Mirrione was informed by Father Hicks, the chaplain, that two positions were available at Nazareth Regional. After applying for these positions, Mirrione received a single-line response from Brother Burke, dated October 11, 1974, indicating there were no jobs available at Nazareth. From Stephen Monroe's unrebutted testimony, however, it appears that at the time Mirrione informed him of the October 11 responses the two vacancies at Nazareth were still available.

36/ The first two evaluations, dated November 29 and December 1, 1972, were prepared by Thomas I. Kennedy, who was then acting chairman of the religion department. The third evaluation, dated February 5, 1973, was prepared by Mr. R. Long. All three evaluations were sent to Brother Burke and the third was also sent to Mr. Kennedy.

In addition, Thomas Kennedy, who was then acting chairman of the religion department, and Mirrione's immediate supervisor, testified that, in discussing Mirrione's performance for the 1972-73 school year with Brother Burke, Burke stated that Mirrione had a certain flair for teaching and that the students were responsive to him. Mirrione himself testified that, in discussing his work performance for the first year with Brother Burke, Burke indicated that he was happy with Mirrione's performance.

Further testifying that after the September 1973 strike he became more convinced that rehiring Mirrione was a mistake, Burke added that he had intended to rectify his mistake by February or March 1974. Burke also stated that in his opinion, Mirrione's behavior had changed from exhibitionism to "very vicious, vulgar behavior in the school." In this regard, Burke cited one incident in which Mirrione allegedly threw open the door of Cecelia Socci's classroom and shouted "scab." Ms. Socci, however, testified for Respondent Nazareth that the door was open and Mirrione walked by, saying "scab" loudly. Ms. Socci, moreover, indicated that she did not mention the incident to Brother Burke until a casual conversation in July 1974, several months after Burke had decided not to rehire Mirrione. Brother Burke also expressed concern with statements made by Mirrione at a meeting with representatives of Catherine McCauley High School regarding what should be taught in a marriage course. Mirrione apparently emphasized the reality of marriage while belittling the sacramental aspects of marriage. The record indicates, however, that this incident was not related to Brother Burke until late March or <sup>37/</sup> April 1974, again subsequent to Burke's decision not to rehire Mirrione. The

37/ Stephen Bradley, a participant at the meeting, informed Burke of Mirrione's comments.

record indicates, moreover, that at no time during the 1973--74 school year did Burke mention the foregoing incidents to Mirrione or formally discuss them with Mirrione's immediate supervisor <sup>38/</sup> before deciding not to rehire Mirrione at the new school. In light of the foregoing, we find Burke's testimony unpersuasive. Rather, we are of the view that Burke's asserted reasons for not rehiring Mirrione constitute an after-the-fact attempt to muster justification for Mirrione's nonrenewal.

As noted by the Administrative Law Judge, most significant about Burke's testimony is the extent to which he emphasizes that all the stories he heard about Mirrione's strike participation, including allegedly offensive conduct towards nonstrikers, had nothing to do with the decision not to hire him. In light of all the testimony about strike misbehavior, Burke's explanation casts serious doubt upon his credibility. Of probative value, in this regard, is Burke's own testimony that it was "subsequent to the strike that I became more convinced that I had made a mistake by taking him back before the strike."

As mentioned, however, none of the incidents allegedly occurring after the strike was ever discussed with either Mirrione or his immediate supervisor prior to Mirrione's nonrenewal. When considered in the context of Respondent Nazareth's other unfair labor practices as well as its refusal to give Mirrione any reasons for his nonrenewal, we conclude that the nonrenewal of Mirrione was motivated in substantial part by his union activities, in violation of Section 8(a)(3). <sup>39/</sup>

38/ Thomas Kennedy, acting chairman of the religion department. Burke testified that Kennedy's favorable recommendation of Mirrione after his first year at Nazareth was instrumental in his decision to rehire Mirrione for a second year.

39/ Respondent Nazareth contends that the allegation concerning the nonrenewal of James Mirrione is time-barred by the 6-month requirement of Sec. 10(b) (continued)

## The Remedy

Having found that Respondent Nazareth violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with the Union after September 1, 1974, and by bypassing the Union and dealing directly with the teachers as individuals regarding the fixing of initial terms and conditions of employment after March 25, 1974, we shall order it to cease and desist therefrom and to take certain affirmative action in order to effectuate the policies of the Act. The remedy should be fashioned with a view toward restoring the situation, as nearly as possible, to that which would have prevailed absent the unfair labor practices. We shall therefore order Respondent Nazareth to bargain with the Union regarding terms and conditions of employment after March 25, 1974; and to make restitution to employees for any losses suffered as a result of Respondent Nazareth's unilateral imposition of wages and terms and conditions of employment, with interest at 6 percent per annum.

We have also found that Respondent Hald violated Section 8(a)(5) and (1) of the Act by its refusal to provide the Union with information concerning the change in operation and control of Nazareth High School. It is apparent that the information requested by the Union has now become outdated and is therefore valueless relative to the Union's function as bargaining representative. In our view, therefore, the bargaining obligation imposed upon Respondent Nazareth is appropriate to remedy the unlawful refusal to bargain found against Respondent

39/ of the Act. The charge alleging Respondent Nazareth's unlawful conduct concerning James Mirrione was filed December 23, 1974. Although Mirrione was notified of his nonrenewal on June 13, 1974, it is clear that this nonrenewal was effective September 1, 1974, and the charge so alleges. We therefore conclude that Respondent Nazareth's assertion of a 10(b) defense is without merit.

40/

Hald. Accordingly, we shall not order an additional remedy directed specifically to Respondent Hald's unlawful refusal to provide information.

We shall order Respondent Nazareth to reinstate James Mirrione and make him whole for any earnings lost as a result of Respondent Nazareth's unlawful action. Accordingly, we shall direct that Respondent Nazareth pay him an amount of money equal to what he would have earned from September 1, 1974, had he been rehired to his former or a substantially equivalent position, plus interest at 6 percent per annum in accordance with F. W. Woolworth Company, 90 NLRB 289 (1950), and Isis Plumbing & Heating Co., 138 NLRB 716 (1962).

#### ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent, Nazareth Regional High School, Brooklyn, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to recognize and bargain collectively with Lay Faculty Association Local 1261, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative of its employees in the following appropriate bargaining unit:

All full-time permanent lay teachers employed by Nazareth Regional High School, Brooklyn, New York, excluding supervisors as defined in the Act.

40/ It is well settled that a successor employer may be obligated to remedy the unfair labor practices of its predecessor. See, e.g., Golden State Bottling Company, Inc., formerly Pepsi-Cola Bottling Company of Sacramento v. N.L.R.B., 414 U.S. 168 (1973); Perma Vinyl Corporation, Dade Plastics Co., etc., 164 NLRB 968 (1967), enfd. sub nom. United States Pipe & Foundry Company [Perma Vinyl Corp., Dade Plastics Co.] v. N.L.R.B., 398 F.2d 544 (C.A. 5, 1968).

(b) Implementing wages, hours, and other terms and conditions of employment without notifying and bargaining with the Union.

(c) Refusing to hire employees for engaging in union activities.

(d) Threatening to take retaliatory action against its employees for purposes of stopping their union or strike activity.

(e) In any other manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Recognize and bargain collectively with said labor organization as the exclusive bargaining representative of the employees in the above-described unit concerning wages, hours, and other terms and conditions of employment.

(b) Give notice to and bargain with said labor organization before implementing any future changes in the working conditions of said employees.

(c) Make restitution to the employees in the appropriate unit for any wages and benefits which may have been lost by virtue of its unilateral implementation of terms and conditions of employment in the manner set forth in the portion of this Decision and Order entitled "The Remedy."

(d) Offer James Mirrione immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any earnings he lost, plus interest, as a result of his not being rehired effective September 1, 1974.

(e) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of wages and benefits, if any, accruing to employees under this Order, and to analyze the amount of backpay due under the terms of this Order.

(f) Post at its high school called Nazareth Regional High School in <sup>41/</sup> Brooklyn, New York, copies of the attached notice marked "Appendix." <sup>41/</sup> Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by its authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by it to insure that said notices are not altered, defaced, or covered by any other material.

41/ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

D-830

(g) Notify the Regional Director for Region 29, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D.C. FEB 24 1976

John H. Fanning, Member

Howard Jenkins, Jr., Member

John A. Penello, Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

## APPENDIX

## NOTICE TO EMPLOYEES

Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government

WE WILL NOT refuse to recognize and bargain collectively with Lay Faculty Association, Local 1261, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative of all full-time permanent lay teachers employed in Nazareth Regional High School, Brooklyn, New York, excluding supervisors as defined in the Act.

WE WILL NOT implement changes in wages or other conditions of employment without notice to and consultation with the Union.

WE WILL make restitution, with interest, for any wages and benefits which may have been lost by virtue of any unilateral changes in the terms and working conditions of employment which we made, as is required by the remedy ordered by the National Labor Relations Board.

WE WILL NOT refuse to rehire employees because of their engaging in union activities.

WE WILL NOT threaten to take retaliatory action against our employees in order to curb their union or strike activities.

WE WILL offer James Mirrione immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole, with interest, for any earnings he lost as a result of his not being rehired effective September 1, 1974.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed in Section 7 of the Act.

NAZARETH REGIONAL HIGH SCHOOL  
(Employer)

Dated \_\_\_\_\_

By \_\_\_\_\_

(Representative)

(Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11241, Telephone 212-596-5386.

## NAZARETH HIGH SCHOOL

EAST 57TH STREET AND AVENUE D  
BROOKLYN, NEW YORK 11203



March 15, 1974

Dear Mr. Monroe:

As you are aware, The Henry M. Hald Association will close Nazareth Diocesan High School, effective August 31, 1974.

By the terms of the presently existing contract between The Lay Faculty Association, Local 1261 and The Henry M. Hald Association, I am required to inform you of the question of re-employment on or before April 15, 1974.

In light of the above mentioned fact, that is, that Nazareth Diocesan High School will close as of the date listed above, I am not able to renew your Agreement of Employment for the 1974-75 school year.

It is my hope that the Board of Trustees of Nazareth Regional High School in the near future will provide an opportunity for you to apply for a teaching position at the new school for the 1974-75 school year.

I expect that any offer of employment for the 1974-75 school year will be based on a review of the qualifications of all applicants, including those who are not presently employed by Nazareth Diocesan High School.

I wish to express to you my personal thanks for your service to Nazareth Diocesan High School.

Sincerely,

*Brother Matthew Burke*  
Brother Matthew Burke, C.F.X.  
Principal

BMB/mr

3  
fc 4/3/74  
6/1/74

NAZARETH REGIONAL HIGH SCHOOL  
BOX 215 - RUGBY STATION  
BROOKLYN, N. Y. 11203

April 16, 1974

Mr. S. Monroe  
144-15 78th Road  
Flushing, N.Y. 11367

Dear Mr. Monroe:

As you know, Nazareth Diocesan High School will officially cease operations effective August 31, 1974. The new school, Nazareth Regional High School, will commence operations effective September 1, 1974.

High on the list of priorities of the new school is the recruiting of a quality faculty which will be committed to the standards of Catholic education in the secondary school. With these goals in mind the Board of Trustees has met and approved the contents of a standard employment agreement between Nazareth Regional High School and the individual faculty members who will eventually join our staff. This document embodies the terms and conditions of employment which will be effective at Nazareth Regional High School.

I have enclosed a copy of the agreement for your inspection and review. It should not be construed as an offer of employment as the Board of Trustees has not finally determined precisely what its teaching requirements will be. However, in the likely event that the Board offers you a teaching post for the 1974-75 school year, it felt it would be entirely appropriate for you to be able to act on an informed basis.

To assist us in planning our staffing needs for the coming school year I would appreciate your indicating whether or not you are interested in employment by Nazareth Regional High School by return mail as soon as possible but no later than May 1, 1974.

We will continue to keep you informed (as we have done in our prior letter of March 15, 1974) and we hope to bring significant developments to your attention as soon as policy decisions have been made.

Sincerely,



Thomas J. Keenan  
Acting Chairman

Enc.

2

NAZARETH REGIONAL HIGH SCHOOL

BOX 215 • RUGBY STATION

BROOKLYN, N. Y. 11203

84a

May 4, 1974

In reading your response to our letter of April, 1974 which enclosed for your review the initial terms and conditions of employment established by the Board of Trustees for Nazareth Regional High School, it became evident to me that a clarification of your potential status with the new school is necessary.

Please understand that if you are offered employment by Nazareth Regional, it would be as a new employee of the institution. Since Nazareth Regional is a new institution with different trustees and new charter from the State of New York, there would be no continuation of your employment which you established at Nazareth Diocesan High School. The Board of Trustees has no intention of being bound by the terms and conditions of employment which prevailed at a former school.

Therefore, I am asking you to kindly indicate to me no later than May 13, 1974 whether or not you are indeed interested in being considered for employment with Nazareth Regional High School for the 1974-75 school year.

Very truly yours,

Thomas J. Keenan  
Acting Chairman

*[Handwritten signature of Thomas J. Keenan, with initials TJK and a date 5-13-74 written below it]*



# Lay Faculty Association

85a

Diocese of Brooklyn

175-20 WEXFORD TERRACE

JAMAICA ESTATES, NEW YORK 11432

(212) 658-2977

ROBERT M. GORDON  
President

March 14, 1974

Brother Matthew Burke  
Principal  
Nazareth High School  
East 57th Street and Avenue D  
Brooklyn, New York 11203

Dear Brother Matthew:

It has come to my attention that the information which I received from the Catholic Schools Office concerning the "closing" of Nazareth High School is not entirely correct.

Also, I have been informed that actions have been taken which may well constitute violations of the law.

In order that we may avoid any unnecessary unpleasantness, I would like to discuss these matters with you as soon as possible. I am available at your convenience and ask that you respond within 10 days.

Hoping to hear from you shortly, I am

Very truly yours,

*Robert M. Gordon*  
Robert M. Gordon  
President

RMG:we

cc: Mr. William Basedow, Esq.  
Delson and Gordon

Mr. Eugene Kaufman, Esq.  
New York State United Teachers

*RCX 6/1*



# Lay Faculty Association

86a

Diocese of Brooklyn

175-20 WEXFORD TERRACE

JAMAICA ESTATES, NEW YORK 11432

(212) 658-2977

ROBERT M. GORDON  
President

March 17, 1974

Mr. Thomas J. Keenan  
225 Broadway  
New York, New York 10007

Dear Mr. Keenan:

I would like to see you at your earliest convenience.

The Lay Faculty Association represents all of the lay teachers at Nazareth High School. It has come to my attention that you are, in some way, involved in the alleged "closing" of this school.

I would appreciate hearing from you in order that we might determine a mutually convenient time for a meeting. I can be reached from 8:30 A.M. to 2:30 P.M., Monday through Friday at 366-7400. Please call the above number at any other time. (i.e. 658-2977)

Hoping to hear from you shortly, I am

Very truly yours,

*Robert M. Gordon*  
Robert M. Gordon  
President

RMG:we

cc: Mr. William Basadow, Esq.  
Delson and Gordon  
Mr. Eugene Kaufman, Esq.  
New York State United Teachers

*FC + 9  
6-28-74  
R*



# Lay Faculty Association

87a

Diocese of Brooklyn

175-20 WEXFORD TERRACE

JAMAICA ESTATES, NEW YORK 11432

(212) 653-22

ROBERT M. GORDON  
President.

April 11, 1974

Mr. Thomas J. Keenan  
225 Broadway  
New York, New York 10007

CERTIFIED MAIL

Dear Mr. Keenan:

At this time, I would greatly appreciate the courtesy of a reply to my letter to you of March 17, 1974 (copy attached). I recall that you promised to respond to my letter when I spoke to you by telephone and also that you intended to hire back any of the current Nazareth teachers who wanted jobs in the school next year, as you told me on the phone.

The Lay Faculty Association currently represents, and will continue to represent, all the lay teachers at Nazareth High School. In that you have stated your intention of hiring all of them back, there can be no doubt of our status.

Hoping to hear from you shortly, I remain

Very truly yours,

*Robert M. Gordon*  
Robert M. Gordon  
President

RMG:we

cc: Mr. Eugene Kaufman, Esq.  
General Counsel  
New York State United Teachers  
Mr. Anthony Ficcio  
Regional Director of Field Services  
New York State United Teachers

*cc: C. T. C. 2/2/74*

THOMAS J. KEENAN  
ATTORNEY AT LAW  
225 BROADWAY  
SUITE 711  
NEW YORK, NEW YORK 10007  
(212) 227-0300

88a

April 30th, 1974

Robert M. Gordon, President  
Lay Faculty Association  
175-20 Wexford Terrace  
Jamaica Estates, New York 11432

Dear Mr. Gordon:

As you may recall, I indicated to you that the legal issues raised by the establishment of the new school were in the hands of our attorneys.

Regarding the statements in your letter of April 11th, 1974, concerning the rehiring of lay teachers, I feel compelled to state, for the record, that I did not make any promise, directly or indirectly, nor did I imply or represent in any way that all current Nazareth teachers would be rehired by the new school for the fall semester.

Very truly yours,

THOMAS J. KEENAN

TJK:em

6/27/74  
6/27/74  
6/27/74  
6/27/74



89a

# Lay Faculty Association

*Diocese of Brooklyn*

ROBERT M. GORDON  
President

175-20 WEXFORD TERRACE  
JAMAICA ESTATES, NEW YORK 11432

(212) 658-2977

June 20, 1974

Mr. Thomas J. Keenan  
225 Broadway  
New York, New York 10007

Dear Mr. Keenan:

It has come to my attention that the "Board of Nazareth High School" has "re-hired" the great majority of teachers who taught at the school during the 1973-1974 school year for the 1974-1975 year.

I must again insist that the Lay Faculty Association represents all the full-time permanent lay teachers at this school and that it shall continue to do so.

Without prejudice to its current litigation, the Lay Faculty Association again demands that you meet with its representatives for the purpose of normalizing the situation at Nazareth and that any collective bargaining done concerning the full-time permanent lay teachers at Nazareth be done with the Lay Faculty Association.

At this time, I would point out to you that common courtesy, if nothing else, requires at least the kindness of a response to my letters of March 17, 1974, April 11, 1974, and today.

Hoping to hear from you shortly, I remain

Very truly yours,

Robert M. Gordon  
President

PMG:we

cc: Eugene Kaufman, Esq.

Mr. Anthony Ficcio

*6/20/74  
R.M.G.  
cc: x-12  
6/20/74*

90a June 3, 1974

Dear Parents of Nazareth High School,

Because of a recent union communication to you concerning the alleged position of the 65 lay teachers at Nazareth Diocesan High School, we, the undersigned members of the faculty, find ourselves compelled to correct the erroneous impression communicated in our name to you by the union, and to assert that in no way do we share the sentiments expressed in that letter signed by Mr. Robert Gordon, who, incidentally, is not a member of the faculty at Nazareth.

We union and non-union members of Nazareth's faculty do not wish to be spoken for as is the implication given in the union's letter. In our opinion Nazareth Diocesan High School is closing and Nazareth Regional High School is opening in September under the direction of the Board of Trustees. We do not conclude that our current contract has been violated, as is alleged in the third paragraph of the union's letter, nor do we consider any of our rights jeopardized.

We are grateful to the Board without whose assistance and direction Nazareth Regional would not be possible. We consider your support of the Board a necessity for the future well-being of your son's education and by this communication hope to show you our concern and genuine evaluation of the situation.

Sincerely yours,

Donald F. Linder, President  
James Sipio, Mary Treacy, Ernest DiRis  
John Flanagan, Grace Mullany, Brian F. Jackson, Ronald Dine  
William Burke, John K. Westman, John C. Gailey  
Robert Eamonn, Edward Bradley, John Cunningham  
Joseph Conley, J. Stephen Bera  
Mary Flanagan, Jane T. Dill, Arthur M. Kotter  
Donald Horan, Thomas O'Donnell, Daniel McKiernan  
P. J. Fiedhoff, William T. Jelina, William P. Paul  
Doris Karsch, Richard M. Saffran, Gilberto Rivera  
William J. Kelly, C. C. O'Gorman, Elizabeth K. Rector  
Tom O'Kane, George Herlock, E. J. Shiff  
Dana McTaff, George J. O'Leary, E. J. Shiff

NAZARETH REGIONAL HIGH SCHOOL  
BOX 215 - RUGBY STATION  
BROOKLYN, N. Y. 11203

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8  
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5

June 13, 1974

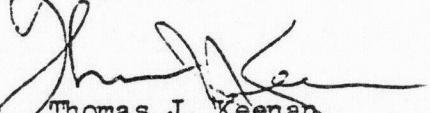
Mr. James Mirrione  
2083 East 18th Street  
Brooklyn, New York 11229

Dear Mr. Mirrione:

Thank you for your interest in employment as a teacher  
with Nazareth Regional High School.

Unfortunately, there is no position available for you  
for the coming school year and, we are therefore unable to offer you a  
position.

Very truly yours,

  
Thomas J. Keenan  
Acting Chairman

NAZARETH REGIONAL HIGH SCHOOL  
east 57th street & avenue d  
brooklyn, new york 11203

office of the principal

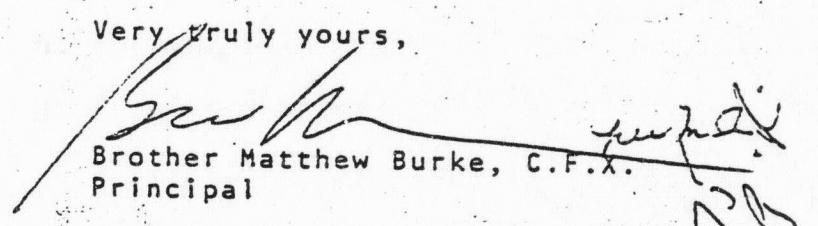
October 11, 1974

Mr. James Mirrione  
2083 East 18th Street  
Apartment D 3  
Brooklyn, N.Y. 11229

Dear Mr. Mirrione:

There are no jobs available here at Nazareth Regional High School.

Very truly yours,

  
Brother Matthew Burke, C.F.X.  
Principal

BMB/mr

*PCX (5 staff 10/12-7/84)*

Nazareth High School  
EAST 57TH STREET & AVENUE D  
BROOKLYN, NEW YORK 11203  
PHONE: 763-1100

OFFICE OF THE PRINCIPAL

March 28, 1974

Mr. James Mirrione:

It has come to my attention that you have become actively involved in encouraging certain members of the faculty to share in your attitude of non-support for Nazareth's current fund raising activities and, in particular, the Friday Marathon. I make special reference to the badgering of individual faculty members who apparently do not share your opinion and who, as one would expect, are making some effort to cooperate and support this particular endeavor.

It is totally immaterial to me what your individual opinion might be. What I will not tolerate in this school, however, is a faculty member actively campaigning to enlist the support of other faculty members in not participating in an extremely important school concern.

If this situation does, in fact, exist, I insist that it cease immediately.

*Brother Matthew Burke*  
Brother Matthew Burke, C.F.X.  
Principal

16  
18  
19  
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October 10, 1974

Mr. Thomas Keenan, Esq.  
225 Broadway  
New York, NY

Dear Mr. Keenan:

I have recently been notified that there is a teacher vacancy at Nazareth Regional High School. Therefore, I am interested in applying for a position in the Theology Department at Nazareth Regional High School.

I have contacted Brother Matthew Burke and Mr. Charles Reiter of Nazareth Regional High School and have given them my resume and will supply references upon request.

Sincerely,

James P. Mirrione  
2083 E. 18th St. Apt. D3  
Brooklyn, NY 11229

/dk

Reiter  
6/10/74

October 10, 1974

Mr. Charles Reiter  
Nazareth Regional H.S.  
E. 57th St. & Ave. D  
Brooklyn, NY 11200

Dear Mr. Reiter:

I have recently been notified that there is a teacher vacancy at Nazareth Regional High School. Therefore, I am interested in applying for a position in the Theology Department at Nazareth Regional H.S.

I have included my resume and will be very happy to supply references upon your request.

Sincerely,

James P. Mirrione

/dk

*Oct 11 1974  
JPM*

TEACHER OBSERVATION

TEACHER: Mr. Mirrione  
 SUBJECT: Religion 10  
 MODS: 11 - 12  
 ROOM: 309  
 DATE: November 20, 1973  
 OBSERVER: Mr. T. Kennedy

CLASS PROCEDURE:

Mr. Mirrione devoted this class to a review of three major areas of student research:

1. the theology of Jonathan Edwards
2. the Salem Witch Trials
3. the socratic concept of good and evil

Mr. Mirrione tied all three areas together during the course of the class by zeroing in on the concept of good and evil present in each. Uses of fear to induce the evil to do good, predestination and free will, ugliness and its association with evil, and the use of knowledge to bring about rational behavior were some of the major points discussed.

GENERAL COMMENTS:

1. Good class participation which indicated that the students had done thorough research.
2. Excellent class attention. You seem to have a very good ability in the area of balancing student participation and teacher comment.
3. Good use of the blackboard
4. Excellent use of concrete examples to illustrate an abstract idea.
5. Your writing of students' answers on the board is a very useful technique in making them feel more a part of the class.

Keep up the fine work. Thank you for the visit. I enjoyed the class very much.

Teacher's Signature: \_\_\_\_\_

cc: Brother Matthew  
 Brother Cyril  
 Mr. John Roache  
 Religion Resource Center File

6 C + 19 43 71 P

### TEACHER OBSERVATION

TEACHER: Mr. Mirzione  
SUBJECT: Religion 10  
MODS: 11 & 12  
ROOM: 309  
DATE: November 28, 1973  
OBSERVER: Mr. T. Kennedy  
Follow-up Conference: December 10, Monday, Mods 7 - 8

### CLASS PROCEDURE:

Mr. Mirrione delivered a lecture the purpose of which was to show the use of constellations in explaining existence throughout the history of man. Points covered were:

1. The naming of constellations as a function of ordering the universe
2. The reasons for constellations being named after animals
3. The interconnection of astronomy, mathematics and religion
4. The conflict of the first scientific explanations of stellar phenomena with those of mythology
5. The apocalyptic theology of religion and its interconnection with the observation of stellar phenomena

Throughout the class Mr. Mirziona interconnected his lecture with the forthcoming appearance of Kouhotsk.

#### GENERAL COMMENTS:

1. Overall a very enjoyable and worthwhile class. Your use of a recent topic of interest, namely, Kouhoutek's near appearance, proved to be a strong motivating factor in gaining the students' attention. Nice going.

SUGGESTION:

When quoting from an article it would be good to underline the passage you wish to use so that you'll have the material at your fingertips.

Teacher's Signature:

cc: Brother Matthew  
Brother Cyril  
Mr. John Roache  
Religion Resources Center File

October 16, 1974

National Labor Relations Board  
16 Court Street  
Brooklyn, New York

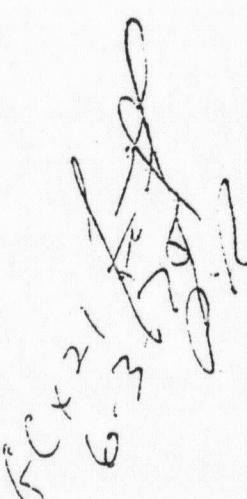
To Whom It May Concern:

We, the undersigned, do not wish to have the Lay Faculty Association, Local 1261, AFL-CIO, represent us regarding our working conditions and relationship with the administration and Board of Trustees of Nazareth Regional High School. We wish to form our own association, unaffiliated and limited to this particular faculty, and solely under our own control and management.

Very truly yours,

Charles S. Reiter  
Peter H. Holmes  
John Cunningham  
Mary T. Jeffus  
Jane V. Hill  
Joan C. Gallagher  
Robert J. Hett  
James Perpich  
John K. Weisner  
Charles Thomas  
Lydia C. Coyle  
Thomas O'Connell  
Arthur M. Foster  
Elizabeth Zajecik

Edward G. Friedhoff  
Paul C. Goddard  
Tim E. Ostromba  
Ronald Malone  
Edward T. Bradley  
John A. Comto  
Peter Gillen  
William Blake  
Hickie L. Zajecik  
Thomas Ludwig  
Robert L. Lambale  
Brendan Devlin  
John M. Schaffer  
Evelyn A. Sosa  
Richard M. Sestam  
George Townsend



Nazareth Diocesan 1973-74

Mr. A. Agudo  
 Mr. R. Black  
 Mr. S. Bona  
 Mr. E. Bradley  
 Mr. W. Burke  
 Miss L. Canale  
 Mr. J. Conlin  
 Mr. J. Comito  
 Mr. J. Cunningham  
 Mr. T. Dewey  
 Mr. D. Donovan  
 \*Mr. M. Doyle  
 Mr. B. Flannery  
 Mr. A. Forster  
 \*Mr. E. Friedhoff  
 Miss J. Gallagher  
 Mr. R. Gambale  
 Mr. P. Goddard  
 Mr. C. Haunss  
 Mrs. J. Hill  
 \*Mr. P. Holmes  
 Mr. H. Hornstrom  
 Miss M. Jeffers  
 Mr. T.V. Kennedy  
 \*Mrs. E. Lazeski  
 Mr. J. Milazzo  
 Mr. R. Miskiewicz  
 Mr. R. Mistretta  
 \*Mr. S. Monroe  
 Mr. T. O'Donnell  
 Mr. T. Otremba  
 Mr. L. Parlangeli  
 \*Mr. R. Picardi  
 Mr. C. Reiter  
 \*Mr. J. Roache  
 Mr. R. Romeo  
 Mr. G. Ronzitti  
 Mr. J. Schafer  
 Mr. A. Schwerdt  
 Mr. R. Settanni  
 \*Mr. J. Serpico  
 Mr. R. Sme  
 Mrs. C. Socci  
 Mr. D. Sullivan  
 Mr. W. Sworak  
 Miss R. Vitelli  
 Mr. W. Wallace  
 Mr. A. Weyhrauch  
 Mr. J. Wuestman

Faculty Members Who Did Not Return  
 Mr. E. DiOrio  
 Mr. M. Gambale  
 Mr. R. Irlando  
 Miss A. Jimenez  
 Miss C. Carleo -  
 Mr. E. Keating  
 \*Mr. T.I. Kennedy  
 Mr. R. Linder  
 Miss M. McLaughlin  
 Mr. J. Mirrione  
 Miss G. Mullaney  
 Mr. J. Murphy  
 Mr. M. O'Connor  
 Mr. B. Jackson  
 Mr. A. Palumbo  
 Mr. J. Ruggiero  
 Mr. L. Sherlock  
 Mr. G. Torres

\*Bro. EAMILLUS  
 Bro. D. CARRAS  
 Rev. T. HICKS  
 Bro. G. KAVNAUGH  
 Bro. LABRE  
 \*Bro. CYRIL  
 \*Bro. MATTHEW BUCKE  
 Bro. JOHN DOWD  
 Bro. PETER KELLY  
 Bro. TIMOTHY DOWD  
 \* STIPULATED SUPERVISOR ~~Bro. RONALD LANS~~

6C-24  
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Nazareth Regional 1974-75 New as of 9/74

Mr. A. Agudo  
 Mr. R. Black  
 \* Mr. S. Bona  
 Mr. E. Bradley  
 Mr. W. Burke  
 Miss L. Canale  
 Mr. J. Comito  
 Mr. J. Conlin  
 Mr. J. Cunningham  
 Mr. T. Dewey  
 Mr. D. Donovan  
 Mr. M. Doyle  
 Mr. B. Flannery  
 \* Mr. A. Forster  
 \* Mr. E. Friedhoff  
 Miss J. Gallagher  
 Mr. R. Gambale  
 Mr. P. Goddard  
 Mr. C. Haunss  
 \* Mrs. J. Hill  
 \* Mr. P. Holmes  
 Mr. H. Hornstrom  
 Miss M. Jeffers  
 Mr. T. Kennedy  
 \* Mrs. E. Lazeski  
 Mr. J. Millazo  
 Mr. R. Miskiewicz  
 Mr. R. Mistretta  
 \* Mr. S. Monroe  
 Mr. T. O'Donnell  
 Mr. T. Otremba  
 Mr. L. Parlangeli  
 \* Mr. R. Picardi  
 \* Mr. C. Reiter  
 Mr. R. Romeo  
 Mr. G. Ronzitti  
 Mr. J. Schafer  
 Mr. A. Schwerdt  
 \* Mr. J. Serpico  
 \* Mr. R. Settanni  
 Mr. R. Sme  
 Mrs. C. Socci  
 Mr. D. Sullivan  
 Mr. W. Sworak  
 Miss R. Vitelli  
 Mr. W. Wallace  
 Mr. A. Weyhrauch  
 Mr. J. Wuestman  
  
 \* \* Mr. M. Treacy

Religious

\* Brother Camillus  
 Brother D. Carrai  
 Reverend T. Hicks  
 Brother G. Kavanaugh  
 Brother Labre  
 \* Brother Matthew  
 Brother John Doherty  
 \* \* Brother Peter Kelly

Oct 25, 1975  
 B.C. 6-4-75

\* STIPULATED Supervisor

\*\* RESIGNED IN OCT 74

\*\* HIRED IN OCT 74

60 #25

## VOLUNTARY DEDUCTIONS ANALYSIS

NAZARETH H.S.

PAY NO. 9 HNS PERIOD ENDING 4/3

## DEDUCTION U

FILE	EMPLOYEE NAME	CLOCK	DEPT	SOC. SEC. NO.
113	BLACK, R J	6106		99-36-5871
115	CONLIN, J	6106		116-07-7010
117	FLANNERY, B P	6106		87-32-9054
120	PICARDI, R	6106		102-32-6484
122	SCHWERDT, A	6106		112-34-2270
123	SETTANNI, R M	6106		94-42-1329
124	SULLIVAN, D R	6206		94-42-3714
127	FORSTER, A M	6206		63-38-5698
129	GAMBALE, R L	6206		132-40-0331
131	MURPHY JR, J J	6206		51-38-2452
133	SHERLOCK, L	6206		56-44-1885
134	SME, R	6206		74-42-6116
135	SWORAK, W N	6316		128-32-8314
138	JEFFERS, M T	6346		70-38-6443
140	MISTRETTA, R M	6346		126-38-0974
141	PARLANGELI, L J	6406		80-36-4518
143	BURKE, W W	6406		119-42-4009
145	KENNEDY, T - I	6406		120-38-2179
147	MIRRONE, J P	6406		128-40-4942
148	REITER, C L	6506		119-46-8958
150	CUNNINGHAM, J P	6506		116-42-6430
154	KENNEDY, T V	6506		55-44-7855
155	MISKIEWICZ, R	6506		91-44-2380
156	WALLACE, W A	6506		226-56-7197
157	WEYHRAUCH, A J	6606		102-32-6190
158	AGUDO, A R	6606		261-74-4468
159	DOYLE, M W	6606		91-32-6902
161	JIMENEZ, A E	6606		131-42-5514
162	ROMEO, R	6606		79-36-6358
163	RONZITTI, G	6606		122-42-2798
165	VITELLI, R	6606		131-40-2615
166	FRIEDHOFF, E G	6706		112-34-4130
167	GODDARD, P C	6706		83-40-7995
168	OTREMBA, T E	6706		70-42-1828
171	MONROE, S A	6816		131-36-2634
172	DONOVAN, D J	6826		64-40-5947
175	DIORIO, E V	6866		68-42-9216
176	HORNSTROM, H S	6866		174-14-6365
177	SERPICO, J	7206		98-28-2982
181	BONAIUTI, S	7206		103-28-0487
183	TRUJILLO, R A	7206		134-34-3326

TOTAL DEDUCTION U

ANALYSIS

PAGE 3

PERIOD ENDING 4/30/74

PI	SOC. SEC. NO.	AMOUNT
06	99-36-5871	10.00
06	116-07-7010	10.00
06	87-32-9054	10.00
106	102-32-6484	10.00
06	112-34-2270	10.00
106	94-42-1329	10.00
105	94-42-3714	10.00
206	63-38-5698	10.00
705	132-40-0331	10.00
206	51-38-2452	10.00
206	56-44-1885	10.00
206	74-42-6116	10.00
206	128-32-8314	10.00
316	70-38-6443	10.00
346	126-38-0974	10.00
346	80-36-4518	10.00
405	119-42-4009	10.00
406	120-38-2179	10.00
406	128-40-4942	10.00
406	119-46-8958	10.00
505	116-42-6430	10.00
506	55-44-7855	10.00
506	91-44-2380	10.00
506	226-56-7197	10.00
506	102-32-6180	10.00
506	261-74-4468	10.00
506	91-32-6902	10.00
505	131-42-5514	10.00
506	79-36-6358	10.00
506	122-42-2798	10.00
506	131-40-2615	10.00
706	112-34-4189	10.00
706	83-40-7995	10.00
706	70-42-1828	10.00
316	131-36-2634	10.00
326	64-40-5947	10.00
366	68-42-9216	10.00
366	174-14-6365	10.00
866	98-28-2982	10.00
205	103-28-0487	10.00
206	134-34-3325	10.00

TOTAL DEDUCTION U \$410.00

June 3, 1975

Dear Mr. Gordon,

Effective immediately, I resign my position as Treasurer of Local 1261 and delegate from Nazareth High School.

Sincerely,

Stephen A. Monroe

~~6-4-75~~  
~~6-4-75~~  
6-4-75

PREAMBLE

In order to act as a coordinating agency between lay faculty members and their employer and to foster a closer relationship among teachers in Catholic schools so that the best interests of the schools, children and teachers may be advanced, we the members of the Lay Faculty Association shall be truly representative of all lay teachers, their activities and opinions, with such powers as are specified in this constitution to regulate and supervise such activities as are placed within its scope.

ARTICLE I

NAME

The name of this organization shall be the Lay Faculty Association of the Diocese of Brooklyn and shall herein after be referred to as the Association.

ARTICLE II

OBJECTIVES

Section 1. The purpose of this organization shall be, in all ways, to promote the best interest of the members of this Association through any and all activities deemed necessary to develop, protect, advance, and enhance the professional standards of its membership.

Section 2. To bring the lay faculty members of the various institutions into relations of mutual cooperation with the Office of the Superintendent of Schools.

Section 3. To provide the appropriate means to present professional needs and rights to the employer in order to improve the quality of the teaching professional service.

Section 4. To contribute to the development, improvement and effectiveness of all Catholic schools and to Catholic education in general.

Section 5. To foster intellectual and moral development of the young men and women entrusted by their parents to our care.

Section 6. To promote, articulate the need of, and lobby for city, state, and federal aid for all Catholic schools.

Section 7. To unite all teachers and teacher organizations in an attempt to foster such aid in whatever way possible.

## ARTICLE III

## MEMBERSHIP

Section 1. Membership in this Association shall be open to all lay personnel employed in a professional capacity within a private school and any others approved by the Executive Board.

Section 2. Membership in good standing shall be granted to those teachers who have paid their dues in full, for one year, by check or to those members who have signed a dues deduction authorization form and submitted such form to their employer and the Association.

Section 3. Supervisory personnel with the rank of vice-principal or above shall not obtain membership. Members who are promoted to positions with the rank of principal or above, automatically are removed from membership on the effective date of the promotion. Administrative assistants who have the power to hire and fire shall be excluded from membership.

Section 4. The Executive Board shall have the power to create certain categories of membership and determine the dues, rights and duties of those members such as: honorary members, part-time members, etc.

Section 5. There shall be no restriction on membership because of color, sex, creed or race.

Section 6. A membership list shall be established by November 15th, of each school year, as determined by the sections and provisions of this Article. No new members will be permitted to join the Association after November 1 except for those who join a school in mid year at which time said teacher will have thirty (30) days to become a member, this condition may be waived upon special appeal to the Executive Board, who will vote by simple majority.

## ARTICLE IV

## VOTING

Section 1. All members in good standing as affirmed to by the Treasurer shall be entitled to cast their vote on any and all major matters coming before the Executive Board of the Association when that Executive Board deems it necessary.

Section 2. Voting at general meetings of the Association shall be in accordance with the provisions governing the same as are set forth in the Association's By-Laws.

## ARTICLE V

## FINANCE

Section 1. Dues shall be fixed by a majority of the members voting through their delegates on the Executive Board and as otherwise determined and regulated by law.

Section 2. Additional finances may be obtained by various fund raising activities approved by the Executive Board.

## ARTICLE VI

## EXECUTIVE BOARD

Section 1. The Executive Board shall consist of all elected officers and one official delegate elected from each school with a membership of ten or more.

Section 2. A simple majority of the delegates present shall constitute a quorum of the Executive Board.

Section 3. Voting shall proceed in the following manner:

- (a) a simple majority of the delegates voting, or
- (b) upon request by a delegate (a vote must be cast) in the following proportionate manner: one vote for each ten members the delegate represents and an additional one vote for the remaining members which total 5 or more.
- (c) notwithstanding (a) or (b) of the above a simple majority of the delegates present may elect to have the delegates poll their membership before casting their proportionate ballots.

Section 4. The Board shall act as Executive Committee and shall have the power to decide such matters as are referred to it by the membership through the delegates and exercise such powers granted it by the constitution and by-laws of this Association.

Section 5. The Chairman of the Executive Board shall be the President of the Lay Faculty Association.

Section 6. The Executive Board shall have the power to approve the employment of all personnel employed by the President including a secretary, clerical help and other persons on part-time and full time basis as may be determined by the needs and finances of the Association.

Section 7. The Executive Board will have the authority and power to make contracts and incur liabilities which may be appropriate to enable it to accomplish any or all of its purposes to borrow money for the Association purposes at such rates of interest and terms and conditions as they may determine.

Section 8. The Executive Board shall report its activities at each regular meeting.

Section 9. The officers of the Executive Board shall be granted an expense account for each officer. The amount of the expense account shall be decided by the Board at the first meeting of its delegates. If the amount granted is insufficient, the Board may vote additional funds for the reimbursement of the officers. The officers shall keep a record of expenditures with receipts.

Section 10. The Executive Board in addition to the duties enumerated above, shall call membership meetings, plan the program, authorize disbursement of monies, and make decisions necessary for the welfare of the Association, the Board shall administer the policy of the Association as set by the membership at general meetings. It shall have the power to act for the good of the Association in emergency situations where the policy can not be set by the membership.

## ARTICLE VII

### AFFILIATIONS

Section 1. The Lay Faculty Association shall maintain an affiliation with the A.F.T., A.F. of L.-C.I.O. and whenever possible send delegates to the following organizations: U.T.N.Y. and Central Labor Council of New York City and State A.F.ofL.-C.I.O. The A.F.T. Convention -- the officers or their designees shall constitute the official delegation. The President and Secretary shall certify and forward the credentials of all delegates and alternates to the National Office as soon as possible but not later than ten days before the convening of the National Convention.

Section 2. All delegates shall make reports to the Executive Board on conventions attended.

Section 3. The Lay Faculty Association to the best of its ability shall be active in the affairs of affiliation organizations.

## ARTICLE VIII

### OFFICERS

The officers of the Lay Faculty Association shall consist of the President, the Vice-President, the Treasurer, and the Secretary, and additional Vice-Presidents as deemed necessary by the Executive Board.

## ARTICLE IX

### ELECTION OF DELEGATES

Section 1. The delegates shall be elected by their individual faculties and shall serve for one year.

Section 2. Elections for school delegates must take place before the nominations and elections of officers (Article X, Section 2).

Section 3. Each delegate shall have an alternate. The alternate delegate shall be elected in the same manner and at the same time as the delegate. In the absence of the delegate the alternate shall act in his stead. Schools shall be free to fill vacancies as long as it is done by a vote of the particular faculty represented.

#### ARTICLE X

##### ELECTION OF OFFICERS

Section 1. The officers of the Lay Faculty Association shall be elected by the members of the Executive Board employing a secret proportionate ballot or vote as stipulated in Article VI, Section 3 (b).

Section 2. No member can be nominated for office in this Association unless he has been a past member in good standing for at least two years and a delegate or alternate delegate for at least one year.

Section 3. The elected officers of the Association shall be elected for a term of two years. Nominations for office shall take place by November 15<sup>th</sup> and elections by December 1.

Section 4. The Executive Board may extend the term of office under emergency situations. Such extensions shall be limited by the Board.

Section 5. Vacancies in any office shall be filled by the Executive Board as stipulated by Section 1 of this Article.

#### ARTICLE XI

##### FISCAL YEAR

The fiscal year of this Association shall be concurrent with the terms of office of the various officers (Article X, Section 4).

#### ARTICLE XII

##### RATIFICATION AND ADOPTION

This constitution shall take effect upon its adoption of the majority of the total membership of this Association.

#### ARTICLE XIII

##### AMENDMENTS

Section 1. This constitution may be amended by a 2/3 vote of the entire membership either through the delegate of each school or at a

general meeting of the membership, provided however, that provisions of the proposed amendment or amendments shall have been written down and then distributed to the membership ten (10) days prior to the casting of the ballots or votes.

Section 2. The by-laws may be amended by a 2/3 vote of the membership present at a general meeting, provided that there is a quorum, or through the delegate, provided however, that copies of the proposed amendment of the by-laws has been presented to each member of the Association ten (10) days prior to the vote on said amendments or by-laws.

#### ARTICLE XIV

##### DISPOSAL OF ASSETS

If at any time this Association shall cease to function as defined in the Articles of this constitution, all assets and properties held by it, whether in trust or otherwise, shall after its payment of liabilities, be paid over to an organization selected by the final Executive Board of this Association in accordance with I.R.S. Code of 1954 now enacted or as it may be hereafter amended.

\* \* \* BY - LAWS \* \* \*

#### ARTICLE I

##### DUES

Section 1. The annual dues shall be set by the Executive Board.

#### ARTICLE II

##### MEETINGS

Section 1. There will be at least two general meetings during a contract period.

Section 2. The Executive Board shall meet at least once a month during the school year, and shall meet and determine the exact dates of each Board meeting and shall advise the membership through the delegates or by mail when the general meetings are to be held.

Section 3. Other special membership meetings shall be held as deemed necessary by the Executive Board.

Section 4. The President may appoint such Sergeants-At-Arms as he deems necessary.

Section 5. The order of business for each given meeting shall be outlined by Robert's Rules of Order (second edition) except as altered by the President and/or amendments or by-laws of this constitution.

Section 6. Parliamentary procedures shall be as outlined in Robert's Rules of Order (second edition) except as altered by the President and except as otherwise provided by this constitution and its by-laws.

### ARTICLE III

#### VOTING AT GENERAL MEETINGS

Section 1. The voting privilege will be afforded to members in good standing in accordance with Article III, Section 2 of the constitution as affirmed to by the Treasurer.

Section 2. Voting at a general meeting shall be by voice vote, hand vote or if so moved and seconded and carried by secret ballot.

Section 3. The Executive Board shall appoint a voting committee before each general meeting. This committee shall select a chairman and appoint him as the official Judge of Elections for said meeting. This committee shall supervise the distribution, the collection and the tallying of any vote taken by secret ballot. The Judge of Elections shall have the responsibility of communicating the final tally to the Chair.

Section 4. Voting questions and disputes not covered by this Article shall be covered by the provisions contained in Article II, Section 5 of the by-laws.

### ARTICLE IV

#### QUORUM

Section 1. One more than half of the membership of the Lay Faculty Association shall establish a quorum for general membership meetings except for those meetings which are called for constitutional amendments (Article XIII, Sections 1 and 2).

Section 2. A special membership meeting called by the Executive Board shall have their quorum set by said Board.

### ARTICLE V

#### DUTIES OF THE OFFICERS

Section 1. The President shall preside at all meetings of the Association and the Executive Board. He shall be ex-officio member of all

committees, shall sign all necessary papers and documents, and represent the Association when and where necessary. The President shall have the power to appoint General Council for the Association. He shall appoint all committees, committee chairman, and committee member with the advice and consent of the Executive Board. In the absence of the President, a Vice-President previously designated by the President shall assume the chair of all meetings. In the event of the death, resignation of the President said Vice-President shall assume the Presidency until otherwise determined by the Executive Board.

Section 2. The Vice-President shall work in close contact with the President and shall be responsible for coordinating all activities of the following standing committees: Finance committee, membership committee, community affairs committee, constitution and by-laws committee and finally publicity committee.

In his coordinating of the aforementioned committees, he shall not usurp the power of the chairman of the aforementioned committees. He shall also perform such duties for the Association that the President and Executive Board may from time to time designate.

As indicated in Article VIII of the constitution, the Executive Board may appoint additional Vice-Presidents if they deem it necessary. If there is more than one Vice-President the President will divide their assignments, powers and duties proportionately subject to the advice and consent of the Executive Board.

Section 3. The secretary shall keep the minutes of the proceedings of this Association in a ledger and the proceedings of the Board there also, and shall keep a record of all matters deemed necessary or advisable. The secretary shall also attend to all correspondence, mailing and other secretarial duties for the best interest of the Association.

Section 4. (a) The treasurer shall be chairman of the finance committee and shall collect all dues or other assessments, have custody of the Association's funds, shall keep regular accounts thereof and submit a report of the financial condition of the Association at each regular meeting and at any other time that the Executive Board may require. He shall deposit all monies or other valuables belonging to this Association in such a place as shall be designated by the Executive Board. The account shall be a checking/savings account entitled in the name of this Association. The treasurer shall annually submit this account to a special audit committee. He shall submit this account no later than day one of each calendar year, so that the audit committee may make a preliminary report to the membership. The audit committee final report shall be submitted prior to the election of the officers of the following year. The treasurer shall, at the discretion of the Executive Board, post such bond in such amount as shall be determined by said Board. The cost of any such bond shall be borne by the Association.

Section 4. (b) No expenditures, obligations or transactions shall be incurred or authorized except when duly approved by a majority of a quorum of the Executive Board; all other expenses shall be approved by a majority vote of the membership.

## ARTICLE VI

### EXECUTIVE BOARD

Section 1. The Executive Board shall act as an executive committee and shall have the power to decide such matters as are referred to it by these by-laws and shall meet immediately prior to the general meeting of the membership to draw up an agenda, and at least once a month or as often as the President deems necessary for the proper conduct of the affairs of the Association. A special Executive Board meeting may be called upon written request by 2/3 of the members thereof, such statement being delivered to all members of the Board at least five days prior to the date for said specially called meeting.

Section 2. If any member of the Board fails to attend three meetings or fails to send an alternate, his office may be declared vacant upon a 2/3 vote of the board. The delegate will be notified by the secretary of such.

## ARTICLE VII

### STANDING COMMITTEES

Section 1. There shall be the following standing committees with the following duties:

(a) Publicity committee: this committee shall publicize the routine proceedings of this Association and any other publicity in support of the Association with the approval of the Executive Board before release.

(b) Membership committee: the duty of this committee shall be to actively work with the delegates to secure new members.

(c) Negotiations committee: this committee shall be composed of the officers and all others deemed necessary by the Executive Board.

(d) Finance committee: the committee shall raise all funds except those provided by regular dues and assessments. The treasurer of the Association shall be chairman of this committee. This committee shall have presented to it, by no later than April 1st of each year, a proposed budget of each standing committee, if any, relative to the operations for the next year. The Board shall have final say in all money matters and shall be consulted before expenditures are incurred.

**Section 2.**

(a) The Executive Board may give to any of the aforementioned standing committees, a special project by a majority vote thereof. The special project shall conclude at the end of the term of the then existing officers. Any such special project, however, may then be continued by the ensuing Board by a majority vote thereof confirming the continuance of the special project modified by any terms the then existing Board shall deem proper.

(b) The President, with the consent of the Board may appoint a special committee for any purpose. This special committee shall serve for the balance of the term of office of the President. The ensuing President may reappoint said committee, with the consent of the Board upon any terms and conditions he deems necessary at the time.

**Section 3.** The term of office of the standing committee shall be until the next school year begins or continue thereafter until respective successors have been appointed.

**Section 4.** All standing committees shall report to the Executive Board.

**Section 5.**

(a) The President, with the consent of the Board, shall have the power to dissolve any committee which is not performing the duty for which it had been constituted.

(b) The President, with the consent of the Board, shall have the power to remove any person serving on a committee whose removal in writing has been requested by the chairman of that committee; such written request for removal must contain reasons for committee member's removal.

**ARTICLE VIII****WRITTEN NOTICE**

**Section 1.** Any provision of the constitution or by-laws requiring written notice to a member or a member of the Board shall be deemed satisfied if said notice has been sent to the member's or member of the board's address as contained on the membership card in the files of the Association.

**Section 2.** Any time limit for the notification of the meeting as prescribed in either the constitution or the by-laws shall commence from the date of the mailing of said notice.

**Section 3.** Official notice to the members of meetings, policy decisions, and actions shall be deemed complied with and satisfactory to this constitution and its by-laws if such items are at least published in the official minutes of the Executive Board and/or in the official newsletter of the Lay Faculty Association.

June 3, 1925

Dear Mr. Gordon

as of this date - June 3, 1925

I hereby tender my resignation as  
Union U. Pre and delegates to  
the L.F.A and its member  
organizations.

Yours fraternally

Harry Karpel

6/6/25  
6/6/25  
6/6/25

SS# 119-46-8958

I HEREBY APPLY FOR MEMBERSHIP IN THE LAY FACULTY ASSOCIATION DIOCESE OF BROOKLYN

NAME Reiter LAST CHARLES FIRST L. MIDDLE  MALE  FEMALE

ADDRESS 163 Beach 130th St. NUMBER STREET CITY Belle Harbor STATE NY ZIP 11694

PHONE 634-2453 AGE 32 SCHOOL NAZARETH

DEGREE STATUS: BA  BA+15  BA+30  MA  MA+15  MA+30  PH.D.  OTHER

CERTIFICATION: YES  NO  CREDITED YEARS OF SERVICE 5

SCHOOL NAZARETH

IF YES, PROVISIONAL  PERMANENT

MARITAL STATUS SINGLE NUMBER OF CHILDREN 0

**DUES DEDUCTION AUTHORIZATION**

I hereby designate LAY FACULTY ASSOCIATION DIOCESE OF BROOKLYN, as my representative, for the purpose of collective bargaining, and I hereby request and authorize my employer, according to arrangements agreed upon with the Association, to deduct from my salary and to transmit to the Association the dues, as certified by the Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and release my employer of any liability therefor. This authority shall be irrevocable for a period of one year, and shall continue in full force and effect for successive periods of one year unless revoked by me in writing to the Employer and the Association within thirty days prior to any anniversary date of this authorization.

9/16/73

DATE

Charles L. Reiter

EMPLOYEE'S SIGNATURE

6-5-1973  
6-5-1973  
6-5-1973



116a

# Lay Faculty Association

Diocese of Brooklyn

ROBERT M. GORDON  
President

175-20 WEXFORD TERRACE  
JAMAICA ESTATES, NEW YORK 11432

(212) 656-2977

June 20, 1974

Mr. Thomas J. Keenan  
225 Broadway  
New York, New York 10007

Dear Mr. Keenan:

It has come to my attention that the "Board of Nazareth High School" has "re-hired" the great majority of teachers who taught at the school during the 1973-1974 school year for the 1974-1975 year.

I must again insist that the Lay Faculty Association represents all the full-time permanent lay teachers at this school and that it shall continue to do so.

Without prejudice to its current litigation, the Lay Faculty Association again demands that you meet with its representatives for the purpose of normalizing the situation at Nazareth and that any collective bargaining done concerning the full-time permanent lay teachers at Nazareth be done with the Lay Faculty Association.

At this time, I would point out to you that common courtesy, if nothing else, requires at least the kindness of a response to my letters of March 17, 1974, April 11, 1974, and today.

Hoping to hear from you shortly, I remain

Very truly yours,

*Bob M. Gordon*  
Robert M. Gordon  
President

RMG:we

cc: Eugene Kaufman, Esq.

Mr. Anthony Ficic

Teacher Observation

Teacher: Mr. Hinman

Course: Sophomore Religion

Date: 11/29/72

Observer: Mr. Kennedy

complete

11/29/72  
11/29/72  
CCXV

Procedure: 1. Reannouncement of assignments and presentations.

2. General introductory lecture on the four topics to be discussed in the coming weeks; namely, Authority and Impatience in the Church, and Disobedience, Birth Control, and Divorce.

Observations: This lecture, I thought, went very well. There was a good deal of interaction between you and the students on each of the four areas. The basic framework for the coming weeks was laid up.

Recommendations: Write out all terms in full in the Blackboard. Some students were having difficulty

following what was on the board  
and my taking notes.

2.) When asking a question be careful  
not to fall ~~into~~ <sup>the sed.</sup> into teacher's  
guessing game of "What's on the  
teacher's mind"? By doing so, what's  
on your mind becomes what is  
correct. Naturally, this is not  
always the case.

as. Br. Matthew  
Br. Cyril  
Mo Kennedy  
Teacher's File

TEACHER OBSERVATION

Teacher: Mr. J. Mirrione  
Subject: Sophomore Religion  
Date: November 29, 1973  
Observer: Mr. T. Kennedy

Procedure: 1) Re-announcement of assignments and presentations.  
2) General introductory lecture on the four topics  
to be discussed in the coming weeks; namely,  
Authority and Infallibility in the Church, Civil  
Disobedience, Birth Control and Abortion.

Observations: This lecture, I thought, went very well. There was  
a good deal of interaction between you and the  
students on each of the four areas. The basic frame-  
work for the coming weeks was laid nicely.

Recommendations: Write out all terms in full on the blackboard. Some  
students were having difficulty following what was on  
the board and in taking notes.

When asking a question be careful not to fall into  
the old teacher-student guessing game of "What's on  
the teacher's mind"? By doing so, what's on your  
mind becomes what is correct. Naturally, this is  
not always the case.

cc: Brother Matthew, C.F.X.  
Brother Cyril, C.F.X.  
Mr. T. Kennedy

Teacher's Signature

Teacher Presentation

Teacher: Mr. Minniss

Course: Contemporary Theology

Date: 12/1/72

Observer: Mr. Kennedy

GCx 36 6/5-12/72

Procedure: 1.) Lecture on the major points of the article, "Through the Looking Glass".  
 2.) Questions on lecture by the students.

Observations: As a lecture, the quality of ~~your~~ your remarks was good and the purpose served. The break-up of the relationship of major points on the blackboard was excellent. However, at times it seemed as if a member of students had entered the room and demanded.

Recommendations: 1.) Try to move your voice much more! You started out

times and as a result when you hit some major points later in the ~~class~~, they did not come across as well as they would have if you had built up to them throughout the lecture.

- 2.) Try setting key questions throughout a lecture in order to draw students into the class more.

C.C. Dr. Matthew

Dr. Cyril

Mr. Kennedy

Teacher's File

TEACHER OBSERVATION

Teacher: Mr. J. Mirrione  
Subject: Contemporary Theology  
Date: December 1, 1972  
Observer: Mr. T. Kennedy

Procedure: 1) Lecture on the major points of the article, "Through the Looking Glass."  
2) Questions on lecture by the students.

Observations: As a lecture, the quality of your remarks was good and the purpose served. The break-up of the relationship of major points on the blackboard was excellent. However, at times it seemed as if a number of students, had entered the realm of dreamland.

Recommendations: 1) Try to vary your voice much more. You started out strong and as a result when you hit some major points later in the class, they did not come across as well as they would have if you had built up to them throughout the lecture.  
2) Try setting key questions throughout a lecture in order to draw students into the class more.

cc: Brother Matthew, C.F.X.  
Brother Cyril, C.F.X.  
Mr. T. Kennedy

Teacher's Signature \_\_\_\_\_



TEACHER OBSERVATION

Teacher: Mr. J. Mirrione  
Subject: Theology  
Modules: 9 & 10  
Date: February 5, 1973  
Observer: Mr. R. Long

Procedure: 1) Attendance taken.  
2) Teacher explained course requirements.  
3) In a primarily lecture type presentation, the teacher gave several definitions and explained the difference between religion and theology.

Comments: 1) This was a lively, pleasant and informative class. The teacher was very well prepared and the class moved along very smoothly.  
2) Perhaps a seating plan would be useful until you get to know the students names.  
3) Your use of examples such as Indian mythology and "jug" were very well done, and you had the entire class with you.  
4) You gave a great deal of notetaking material but many of them were just sitting there. It might be well to re-emphasize the importance of notetaking.  
5) You made a good example out of Carr for doing his American history workbook during class.  
6) Try to be aware that you say "ok" quite frequently at the end of your statements.

This was a good class. Thanks for the visit.

I would like to get together with you on Wednesday during modules 13 & 14 to discuss this class..

cc: Brother Matthew, C.P.X.  
Brother Cyril, C.F.X.  
Mr. T. Kennedy  
File

Teacher's Signature

6 Cx 37 6-20-73  
6 Cx 37 6-20-73

N.Y. 2

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

125a

## PETITION

Form Approved  
Budget Bureau No. 64-R002.14

INSTRUCTIONS.—Submit an original and four (4) copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.  
If more space is required for any one item, attach additional sheets, numbering item accordingly.

DO NOT WRITE IN THIS SPACE	
CASE NO.	
29-RM-448	
DATE FILED	
1-21-75	

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. Purpose of this Petition (If box RC, R.M. or RD is checked and a charge under Section 8(b)(7)(a) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.)

(Check one)

**RC-CERTIFICATION OF REPRESENTATIVE**—A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.

**R.M.—REPRESENTATION (EMPLOYER PETITION)**—One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.

**RD—DECERTIFICATION**—A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.

**UD—WITHDRAWAL OF UNION SHOP AUTHORITY**—Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.

**UC—UNIT CLARIFICATION**—A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees: (Check one)  In unit not previously certified  
 In unit previously certified in Case No. \_\_\_\_\_

**AC—AMENDMENT OF CERTIFICATION**—Petitioner seeks amendment of certification issued in Case No. \_\_\_\_\_

Attach statement describing the specific amendment sought.

2. NAME OF EMPLOYER  
**NAZARETH REGIONAL HIGH SCHOOL** EMPLOYER REPRESENTATIVE/WHO TO CONTACT  
**K. J. McGill** 732-5520

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, state, and ZIP code)  
**345 Adams Street, Brooklyn, N.Y. 11211**

4a. TYPE OF ESTABLISHMENT (Factory, mine, warehouse, etc.)  
**Secondary school** 4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE  
**Education**

5. Unit Involved (In UC petition, describe PRESENT bargaining unit and attach description of proposed clarification.)

Included  
**All faculty employed by the employer at its Brooklyn, N.Y. location.** 6a. NUMBER OF EMPLOYEES IN UNIT  
**60**

Excluded  
**All office-clerical, custodians, administrative personnel, guards and super-visors within the meaning of the Act, and all other employees.** 6b. IS THIS PETITION SUPPORTED BY 30% OR MORE OF THE EMPLOYEES IN THE UNIT?  
 YES  NO  
\*Not applicable to R.M., UC, and AC

(If you have checked box RC in 1 above, check and complete EITHER item "a" or "b", whichever is applicable)

7a.  Request for recognition as Bargaining Representative was made on **or about Sept. 1, 1974** and Employer declined recognition on or about **(Month, day, year)** (Month, day, year)

7b.  Petitioner is currently recognized as Bargaining Representative and desires certification under the act.

8. Recognized or Certified Bargaining Agent (If there is none, so state)

NAME <b>None</b>	AFFILIATION
ADDRESS	DATE OF RECOGNITION OR CERTIFICATION

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year)  
**None** 10. IF YOU HAVE CHECKED BOX UD IN 1 ABOVE, SHOW HERE THE DATE OF EXECUTION OF AGREEMENT GRANTING UNION SHOP (Month, day, and year)

11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED? **YES**  **NO**  11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?  
**11**

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF (Insert name)  
**R. J. McGill** 2-10-75

ORGANIZATION, OF (Insert address)  
**None** SINCE **2-10-75**

12. ORGANIZATIONS OR INDIVIDUALS OTHER THAN PETITIONER (AND OTHER THAN THOSE NAMED IN ITEMS 8 AND 11c), WHICH HAVE CLAIMED RECOGNITION AS REPRESENTATIVES AND OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN ITEM 3 ABOVE. (If none, so state)

NAME	AFFILIATION	ADDRESS	DATE OF CLAIM (Required only if Petitioner is filed by Employer)
<b>Bay Faculty Assn., Local 1261</b>	<b>ATT</b>	<b>175-20 Wexford Terr. Jamaica Estates, N.Y. 11432</b>	<b>Sept. 1, 1974</b>

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

**NAZARETH REGIONAL HIGH SCHOOL** (Petitioner and affiliation, if any)

By: Title: **Attorney for Employer**

**Alfred J. McGill, Esq.** Title: **Attorney for Employer**

Address: **110 Broadway, N.Y. 10006, Suite 3161, area 10005 (212)732-5520** Telephone number:  
**47-1177**

WILLFULLY FALSE STATEMENT ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
124a PETITION

INSTRUCTIONS.—Submit an original and four (4) copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located. If more space is required for any one item, attach additional sheets, numbering them accordingly.

DO NOT WRITE IN THIS SPACE

CASE NO.  
29-CD-182  
DATE FILED  
10-18-74

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. Purpose of this Petition (If box RC, R.M. or RD is checked and a check under Section 8(b)(7) of the Act has been filed involving the Employer named below, the statement following the description of the type of petition shall not be deemed made.)

(Check one)

- RC-CERTIFICATION OF REPRESENTATIVE—A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
- RM-REPRESENTATION (EMPLOYER PETITION)—One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
- RD-DECERTIFICATION—A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- UD-WITHDRAWAL OF UNION SHOP AUTHORITY—Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
- UC-UNIT CLARIFICATION—A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees: (Check one)  In unit not previously certified  
 In unit previously certified in Case No. \_\_\_\_\_.
- AC-AMENDMENT OF CERTIFICATION—Petitioner seeks amendment of certification issued in Case No. \_\_\_\_\_.

Attach statement describing the specific amendment sought.

2. NAME OF EMPLOYER  
**NAZARETH REGIONAL HIGH SCHOOL** EMPLOYER REPRESENTATIVE TO CONTACT  
**Thomas Koenan** PHONE NO.  
**RM-3-1100**

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, State, and ZIP Code)

**473 E. 57th Street, Brooklyn, N.Y.**

4a. TYPE OF ESTABLISHMENT (Facility, mine, warehouse, etc.)

**High School**

4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE

**Educational**

5. Unit Involved (If UC petition, describe PRESENT bargaining unit and attach description of proposed classification.)

Included

**All Full time lay teachers**

6a. NUMBER OF EMPLOYEES IN UNIT

**PRESENT 52**

PROPOSED (BY UC/AC)

6b. IS THIS PETITION  
SUPPORTED BY  
30% OR MORE OF  
THE EMPLOYEES  
IN THE UNIT?

 YES  NO\*Not applicable in  
R.M. UC, and AC

(If you have checked box RC in 1 above, check and complete EITHER item "a" or "b", whichever is applicable)

7a.  Request for recognition as Bargaining Representative was made on \_\_\_\_\_ and Employer  
declined recognition on or about \_\_\_\_\_ (If no reply received, so state)  
(Month, day, year)

7b.  Petitioner is currently recognized as Bargaining Representative and desires certification under the act.

8. Recognized or Certified Bargaining Agent (If there is none, so state)

NAME \_\_\_\_\_ AFFILIATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ DATE OF RECOGNITION OR CERTIFICATION \_\_\_\_\_  
**Local 1261, Lay Faculty Association** **Aug. 1966**

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year)  
**Aug. 31, 1976** 10. IF YOU HAVE CHECKED BOX UD IN 1 ABOVE, SHOW HERE THE DATE OF EXECUTION OF  
AGREEMENT GRANTING UNION SHOP (Month, day, and year)

11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED?  
YES \_\_\_\_\_ NO \_\_\_\_\_ 11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF \_\_\_\_\_ A LABOR  
ORGANIZATION, OR \_\_\_\_\_ SINCE \_\_\_\_\_  
(Insert name)  
(Insert address) (Month, day, year)

12. ORGANIZATIONS OR INDIVIDUALS OTHER THAN PETITIONER (AND OTHER THAN THOSE NAMED IN ITEMS 8 AND 11c), WHICH HAVE CLAIMED RECOGNITION AS  
REPRESENTATIVES AND OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN  
ITEM 5 ABOVE. (If none, so state.)

NAME	AFFILIATION	ADDRESS	DATE OF CLAIM (Required unless Petition is filed by Employer)

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

By: **/s/ Peter Holmes** (Signature of representative or person filing petition) Individual \_\_\_\_\_  
(Title, if any)

Address: **228 Beach 120 Street Brooklyn, N.Y. 11694** Telephone number: **71-5500**  
(Street and number, city, State, and ZIP Code) (Telephone number)

WILLFULLY FALSE STATEMENT ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)



ROBERT M. GORDON  
President

FOR YOUR INFORMATION

## Lay Faculty Association Diocese of Brooklyn

175-20 WEXFORD TERRACE  
JAMAICA ESTATES, NEW YORK 11432

(212) 658-2977

June 22, 1974

Dear Colleague:

I am in receipt of an unsigned letter and undated letter sent to me by "The Lay Faculty at Nazareth High School." Attached to it is a copy of a letter to Nazareth parents signed by you.

I understand, my colleague, only too well what the meaning of all this is. It is clear from what some of you have told me, and what I have been told by others, that you have been threatened and intimidated into signing this letter by your employer and his agents.

I know, because I know the faculty of Nazareth, that you would never be so foolish as to believe that what has been offered to you as a "contract" is worth even the paper upon which it is printed if for no other reason than you have no way to enforce even what has been offered.

It is clear that your employer has attempted to induce some of you to give up your rights, and to attempt to take those rights away from others by promises of promotion to higher positions. Do not be deceived. Your employer wants Nazareth to "survive" over your bodies. All that you have fought for is being taken away.

The Lay Faculty Association will continue to work in your best interests and asks only that you have courage and not be induced by false promises to turn away from your only real friends.

I would be happy to speak further with you about this. I know that you have been intimidated with reference to dealing with the union; however, I also know that you are dignified men and women who will not allow themselves to be frightened into acting like children.

Stand up for your rights. Your colleagues in the other schools will stand with. I will stand with you, and I will not abandon you, nor will your union. THINK again before it is too late.

COURAGE

Sincerely yours,

*Robert M. Gordon*  
Robert M. Gordon  
President

RMG:wg

Lay Faculty Association  
A.F.T. Local 1261, A.F.L. C.I.O.  
260 Park Avenue South  
New York, New York 10010  
659-2977  
Certified Mail  
May 1, 1974

Mr. Thomas Keenan  
Box 215  
Rugby Station  
Brooklyn, New York 11203

Dear Mr. Keenan;

In response to your recent letter, I wish to communicate to you the fact that I wish to continue my employment at Nazareth High School for the 1974-75 school year. This letter of intent in no way prejudices our position with regard to terms of employment, which has frequently been communicated to you by our elected representatives.

I look forward to a response at your earliest convenience.

Sincerely,

*Richard McKiernan*

6/7/74  
(Nazareth)  
6/7/74  
6/8/74

Answered - Please do not return

May 3, 1974

Mr. Arthur J. Weybrauch  
3030 Emmons Avenue  
Brooklyn, New York 11235

Dear Mr. Weybrauch:

In reading your response to our recent letter of April, 1974 which enclosed for your review the initial terms and conditions of employment established by the Board of Trustees for Nazareth Regional High School, it became evident to me that a clarification of your potential status with the new school is necessary.

Please understand that if you are offered employment by Nazareth Regional, it would be as a new employee of the institution. Since Nazareth Regional is a new institution with different trustees and new charter from the State of New York, there would be no continuation of your employment which you established at Nazareth Diocesan High School. The Board of Trustees has no intention of being bound by the terms and conditions of employment which prevailed at a former school.

Therefore, I am asking you to kindly indicate to me no later than May 14, 1974 whether or not you are indeed interested in being considered for employment with Nazareth Regional High School for the 1974-75 school year.

Very truly yours,

Thomas J. Keenan  
Acting Chairman

TJK:ha

Ex (Nazareth) 6-3-25 P.R.  
6-3-25 P.R.

Through mail

130a

Lay Faculty Association  
A.F.T. Local 1261, A.F.L. C.I.O.  
260 Park Avenue South  
New York, New York 10010  
658-2977  
Certified Mail  
May 1, 1974

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Box 215  
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I look forward to a response at your earliest convenience.

Sincerely,

*Arthur J. Weybranc*

3030 Emmons Ave  
Brooklyn, N.Y. 11235

New York City Service Center

TO: THE FACULTY  
 FROM: STEVEN MONROE  
 RE: UNION  
 DATE: APRIL 2, 1974



260 Park Avenue South  
 New York, New York 10010  
 (212) 533-6300

This is to inform you of the fact that there will be  
 "Unit" meeting this afternoon at 3:15 in the Music Room. The purpose  
 of the meeting is to determine whether or not the Nazareth Faculty  
 will petition the Executive Board of the L.F.A. to authorize a  
 selected strike here on April 3, with financial support from the  
 general membership.

All members of the faculty are strongly urged to come  
 and participate; of course, only union members in good standing are  
 eligible to vote.

August 26, 1973

Brother Matthew Burke  
Nazareth High School  
E. 53rd St & Avenue D  
Brooklyn, New York

Dear Brother;

I visited Nazareth early in July to see Brother Cyril about a failing mark my son received in his Religion Final Exam. William had Mr. Mirrione and when Brother Cyril said he would talk to Mirrione when he returned in September I was greatly surprised.

I was amazed that more parents had not questioned Mr. Mirrione's views on Abortion and other political issues of the day. His acceptance of Abortion as being proper because it was legal is particularly abhorrent to me.

I have known Mr. Mirrione on and off for five years and I question his qualities and his ability to teach teen age boys in a Catholic High School. He is quite an actor and I do not feel that the boys in Nazareth should be a captive audience to his extreme views.

Sincerely,

*John F. Sculley, S.J.*

50 Hubbard Place  
Brooklyn, New York 11210

*24 (Nazareth)  
17/6/75  
P.R.*

MEMO TO: Members of the Religion Department  
FROM: Brother Matthew, C.F.X.  
DATE: September 11, 1973

Meeting of the members of the Religion Department on  
Friday, September 14th during Morts 17 & 18 in the  
Conference Room.

Thank you.

cc: Mr. T. Kennedy, Chairman  
Mr. E. Bradley  
Mr. W. Burke  
Father T. Hicks  
Brother Peter Kelly  
Miss M. McLaughlin  
Mr. J. Mirrione  
Mr. C. Reiter

R (Margareth's)  
+ 18 Sept 1973  
6-4-73  
P

MEMO TO: M.F. T. Kennedy  
FROM: Brother Matthew, C.P.X.  
RE: The Religion Education Department  
DATE: September 10, 1973

134a

The importance of the Religious education department, both in terms of the significant contributions the department will be expected to make with regard to the development of Nazareth's Catholic (Christian) dimensions vis-a-vis its general philosophy, and in terms of general religious needs of the student body and faculty have prompted me to communicate to you several considerations at the very beginning of the school year. My intentions of last year to maintain a closer association with the department in its radical departure from past years, while entirely a sincere intention, were seriously compromised by exigencies many times removed from basic departmental concerns. Regardless of this year's demands, I intend to match sincerity with determination in fulfilling the statement of 1972-73.

Perhaps my first statement should indeed be congratulatory in nature insofar as the department, in response to my personal insistence, did in fact execute the extremely difficult change in the substantive characteristics of the department. Despite notable exceptions that stemmed more from individuals academically prepared to teach Religion, the Religious education department in the past had been generally of inferior quality. Student response both to the department's significance and to its effect on their religious training left a great deal to be desired. The change "to a more academic type department" under your leadership was in fact achieved but not without the confusion, animosity and at times total disappointment that I, for one, anticipated as inevitable. The exceptional effort you and the department members expended in addressing yourselves to ad hoc and long range problems was most admirable.

Faculty and students inside and outside your department have spared no animus in communicating to me indirectly or directly the lack of discretion on my part for allowing such a total change to emerge in the Religious education department. Obviously unknown to them was that initially it was my intention to effect such a change. Because of my experiences at Nazareth I was fully cognizant that change, to be adequately achieved (as in the department's case) would necessitate a total and radical departure from what had been the existing situation. Experience has likewise taught me that conditions of extremes would inexorably evolve into a gradual return to a middle ground of emphasis. This year, I expect that your leadership and the department's willing cooperation will assist in this evolutionary process of achieving a middle ground of emphasis wherein, I feel, lies the acceptable approach to religious education.

Allow me to be more specific. It had been my sincere wish that the cognitive aspects, much neglected in the past should not be compromised any longer. With few exceptions, the members of the department enthusiastically fulfilled this need in attempting to impress in the minds of the students that there are important intellectual characteristics of the Faith that are not handled exclusively in "key sessions" where the rousing of like minds and "warm unanimous" opinions would necessarily result in effective religious formation. On the other hand, to continue, unassisted, this year's effort to separate religious studies from religious education simply to preserve, in the traditional paradigm, with that of Political, Social Studies, etc., would overlook the importance of a curriculum in evolution. (I except I mentioned above). Religious education, is not really dispensable in so far as cannot retain this strict academic approach analysis, etc. Religious education, unlike all other departments, cannot and will not continue to emphasize the cognitive aspects of its offerings to the virtual exclusion of spiritual and behavioral aspects. For the adolescent at Nazareth religious education will have to mean much more than simply the completion of assignments (which are obviously important) where lack of basic understanding neither transmission nor assimilation in dimensions of faith, culture and tradition.

It is my determination this year to begin an evaluation once and for all, of the all important Christian atmosphere in Nazareth High School. Understandably, I will look to your department for assistance and insights into my quest for a final determination of direction. The spirited enthusiasm of last year to fulfill what had to be accomplished encourages me considerably with the task ahead.

With this in mind and with the experiences of last year as my guide, I make the following remarks:

- (1) Since the Religious education department will continue to be the focal point in our belated concern with Public Relations (parents & community) I make the following recommendations:
  - (a) that parents be invited, as often as is practical, to become informed of the all important area of religious education that their sons are being exposed to at Nazareth.
  - (b) that the members of the religious education department recognize and respect parental concerns in religious education; that despite a lack of sophistication in this area, the parents who support the school have a right to know what is being taught in this area. The "shock approach" either to the parents directly or through their sons is not only indefensible educationally but counterproductive with regard to our intentions to minimize distortions of facts so frequently circulated in the community.
  - (c) that the members of the religious education department recognize that the school will look for individuals enthusiastic in their academic work and thoroughly committed to the development of a strong Christian community. Personal but overt "hang-ups" with the faith which manifest themselves in rank insecurity, outrageous and unorthodox behavior will not be tolerated in the department and school. I would include here the proselytizing of moral positions contrary to the established Church teaching.
- (2) Regarding Curriculum:
  - (a) that the latest movement to expand course offerings be halted. Given a fuller understanding on my part of the additional electives introduced this year, I probably would not have permitted the same to occur. For the first time in years we had established a core of sequential, solid and necessary course offerings for the upper classes. After only one year additional courses are now being offered, some of which have no business even being classified as religion courses. I am curious to know why the initial stability in course offerings was not given additional time for improvement. One factor the standpoint of developing teacher expertise in these areas and in the consequent imparting of this expanded information to the students. At any rate, I seriously question the significance of some of these new courses and unless convinced otherwise will decide to have them removed from the curriculum.
  - (b) that I be given detailed outlines of the Religion curriculum including the Freeman program that was funded last year for its development.
  - (c) that the courses presently being offered, be purged of excessive individual preferences, particularly those that reflect the inherently escapist, "turned-off" philosophical predilections of individual religion teachers.

(3)

## (3) Student Performance:

(a) that student accountability be reviewed and revised this year; that grades be understood by students (how & why such a grade was given, etc.); that final exam grades be given only when final exams are given; that final exams and semester exams be distributed only after you have examined same and given approval; finally, that the number of failures be decreased significantly.

The above considerations, while directed to you personally, have been distributed to the members of the department. I anticipate that by Thursday sufficient time will have elapsed for the reading of these points so that a meeting of the departmental members could be arranged for the purpose of clarifying anything that might need clarification.

cc: Members of the Religious Education Department

## Nazareth Regional High School

EAST 57TH STREET & AVENUE D  
BROOKLYN, NEW YORK 11203  
PHONE: 763-1100

OFFICE OF THE PRINCIPAL

September, 1974

KM

Dear

Welcome to Nazareth Regional High School!

This letter, my first as principal of Nazareth Regional, contains several points of information important to you as a member of the faculty and to the proper establishment and growth of a new institution. I would ask that you give special attention to all that is contained herein.

First, the Contract offered to you by the Board of Trustees and accepted by you through its representative during the month of June 1974 for the 1974-75 school year has been enclosed for your perusal and signature. With the issuance of the Charter to Nazareth Regional by the Board of Regents of the State of New York, the Board of Trustees of Nazareth Regional has appointed your appointment for the school year beginning September 1, 1974. In order to ascertain ~~precisely~~ who will comprise the members of our faculty in September I would ask that one of the two copies of the Contract be returned to me within one (1) week of your receipt of this mailing but no later than August 9, 1974. The other copy of the Contract should be retained by you for your own files and for reference purposes.

Second, your teaching as well as building assignments have also been included in this mailing. I would anticipate that in addition to experiencing some degree of well-deserved relaxation in the precious few weeks remaining of summer that some attention will be given to these responsibilities and especially to expectations of academic preparation, performance and cooperation mutually anticipated and expected.

Third, a copy of the Faculty Handbook, effective September 1, 1974 has likewise been forwarded to you. In addition to such items as calendar dates, extra-curricular activities, etc., I would like to draw your attention particularly to the chapter, "General Information: Faculty Policies and Procedures." Not unlike the Contract itself, knowledge of and compliance to the contents of the Faculty Handbook will be the responsibility of the entire faculty and administration of Nazareth Regional.

Finally, and in many respects more importantly, I have enclosed a separate monograph dealing with the Christian Philosophy of Nazareth Regional High School. Several prospective faculty members have approached me individually concerning this topic that appeared in Appendix F of the Contract. I would have all members of the school community interpret my singling out this area as indicative of utmost importance placed on this Philosophy in terms of direction for the new school as well as in terms of genuine anticipation that all members will respond generously and appropriately and as concerned participants in its growth and development.

Enjoy the remainder of the summer. I look forward to working with you as we begin the start of a new school year and a new school.

Sincerely,  
Brother Matthew Burke, C.F.X.  
Principal

BMB/mr  
Enc. (4)

The Christian Philosophy of Nazareth Regional High School

N.Y. 23

Deciding on a philosophy for a school is perhaps the most important policy decision that a governing body can arrive at - that is, with the obvious exception of deciding to establish such an institution in the first place. That the Board of Trustees approached the decision to establish Nazareth Regional as a viable institution of learning with a total awareness of the tremendous responsibilities that are to be shared by all involved in its growth and development cannot be argued, that this same Board of Trustees accepted the charter for Nazareth Regional as that of a Catholic High School and, therefore, mandates that the school's operation and relationships be overtly and distinctly Christian somehow creates in the minds of some a degree of confusion and/or concern. To the extent that past experiences with Catholic schools often demanded only an infrequent recognition to the Catholic charter of the school, it is understandable that a school, such as Nazareth Regional, which has already and will continue to place the needed emphasis on its Catholic charter as well as the expected Christian orientation and response of all members of its community, would create in the minds of its prospective faculty questions of confusion and concern. It is the purpose of this monograph to provide some clarification as to the "why" of the Christian Philosophy of Nazareth Regional and, at the same time, provide some insight into a distinct direction that demands nothing less than a total and generous support of the faculty.

We have long outlived the time when external religious trappings, tenuous diocesan relations and formalized Religion classes constituted in the minds of consumers of Catholic education - parents and community - the necessary prerequisites for the continuation and maintenance of Catholic institutions. Rising tuition costs coupled with State aid attempts to equate Catholic education "as good as anything the public sector can provide" has already upset the delicate balance of sacrifice (in terms of tuition expenditures) and the level of satisfaction. We have already experienced a drop in enrollment and can only conclude that the one time spirit of sacrifice, for whatever the reasons, is not thought to be totally justified by the degree of satisfaction that is experienced by our principal consumers the pupils and particularly their parents.

Granted that the available quantity of prospective candidates to Nazareth Regional clearly reflects the national decline in birth-rates and changing parental preferences, it still remains clear to those cognizant of the situation that a school, which manifests insecurity, instability, and a clear lack of religion orientation, even though it be ostensibly Catholic, will continue to attract only a growing number of students with special needs that a somewhat secure existence and parental affluence can easily afford.

The degree of instability and insecurity often attributed to Nazareth Diocesan High School by parents and community has often been the result of forces extraneous to itself. Annual monetary crises issued from diocesan quarters frequently created in the minds of prospective clients that Nazareth would inevitably go the way of other Catholic schools and close. Understandably, the seed of possible termination convinced many that the risk of enrolling an 8th grader into a school with an uncertain future was hardly worth the risk. Publicity stemming from internal disorders, especially in the final year of Nazareth Diocesan, rendered the question of an eventual outcome an immaterial one: that such a disorder existed was enough to discourage several from becoming involved.

The decision of the Board of Trustees to assume the governance of the new high school was based purely and simply on the belief that a school such as Nazareth Regional is needed for the community served; that to the degree any school could control its own future in a spirit of honesty and fair-play, Nazareth Regional might eventually communicate to its clientele a spirit of independence, stability and security essential to long term excellence.

X 23 / Dec 1975 - P.D  
(Nazareth)

Attributing any other ulterior motivation to the decision is patently unreasonable.

The final source of concern facing Nazareth Regional at the start of its existence is the problem of defining clearly its religious orientation. Insofar as its Charter bears the classification "Catholic High School" the members of the entire school community will be expected to give more than passing recognition to such a classification. Hence the Christian philosophy as delineated in the Contract and in the Faculty Handbook.

Any organization such as a high school comes into existence and maintains itself when the persons involved in the organization are able to communicate with each other and are willing to contribute action to accomplish a common purpose. For Nazareth Regional, the participants in its formation must come to realize and accept the absolute necessity of building a living Christian community within the school based on the message and person of Jesus Christ in the Gospels. Insofar as a philosophy or purpose is defined more nearly by the aggregate of actions taken than by any formulation in words, this dimension of the Christian philosophy must manifestly serve to justify its existence, explain its purposes to outsiders and new members, underwrite its standard procedures and methodologies; and finally, motivate the entire school community toward achieving the school's goals.

With regard to areas of religious doctrine, as a Catholic school it is to be understood as well as appreciated that the matter and form of expression, finally, will be subject to the teaching authority of the Catholic Church. Such an understanding neither limits the free exchange of views and forms of expression necessary for academic pursuits nor implies that those responsible for the actual teaching of religious studies alone are subject to this mandate. While the teaching of religion must become the invigorating nucleus of humane education, to more totally provide an appropriate religious setting throughout the school it would be expected that all members at least demonstrate a willingness to express a variety of views and forms of expression that are informed rather than the product of some remote, vague recollections.

As stated above, a Christian philosophy, as any philosophy is a living statement that is realized in ongoing thoughts and actions. The lion's share of responsibility for giving vitality to the philosophy rests with you, the faculty: what is really believed, what actions are performed are critical to its growth. Pursuing the direction given us, Nazareth Regional will come to realize at the very outset what it does indeed provide something special: academic excellence within a clearly defined Christian setting, that is both total and readily discernible; a school that is willing and able to communicate very effectively the common purpose (shared philosophy) that shapes the school and creates and continues a willingness on the part of all (parents, faculty and students) to keep the school alive.

IMPORTANT OPENING DATES

140a

Monday September 2nd - Labor Day

Tuesday September 3rd
 

- \*- Freshmen Orientation - 9:00 - 11:00 a.m.
- \*- Sophomore Orientation - 9:00 - 11:00 a.m.

Wednesday September 4th
 

- Meeting of New Faculty
- Time: 1:30 p.m.
- Place: Conference Room

Thursday September 5th
 

- \*- Junior Orientation - 9:00 - 11:00 a.m.
- \*- Senior Orientation - 9:00 - 11:00 a.m.

- Faculty Mass

Time: 1:30 p.m.

Place: School Chapel

Followed by Meetings by Departments (in departmental rooms) & Faculty Social (in Faculty Lounge)

- First Day of School

- Schedule B (Homeroom 8:30 a.m.)

\* \* \* \* \*

HOMEROOM ASSIGNMENTS - 1974-1975FRESHMEN

<u>H.R.</u>	<u>TEACHER</u>
300	Mr. T. O'Toole
302	Mr. Bertran
303	Mr. E. Bradley
304	Mr. R. Miskiewicz
305	Mr. L. Parlangueli
306	Mr. B. Devlin
307	Miss R. Vitelli
308	Mrs. M. Treacy
309	Mr. T. Kennedy

<u>H.R.</u>	<u>TEACHER</u>
200	Mr. J. Murphy
202	Mr. H. Hornstrom
203	Brother John Doherty
204	Brother Labre
206	Mr. W. Burke
212	Mr. J. Schafer
310	Mr. A. Weyhrauch
311	Mr. R. Gambale
316	Mr. T. Dowd

JUNIORS

<u>H.R.</u>	<u>TEACHER</u>
210	Mr. A. Agudo
312	Mrs. C. Socci
313	Miss L. Canale
314	Mr. B. Flannery
315	Mr. J. Comito
900 L	Mr. M. Doyle
900 R	Mr. T. Dewey
904 A	Mr. J. Conlin
904 B	Mr. D. Sullivan
908 A	Mr. W. Wallace

SENIORS

<u>H.R.</u>	<u>TEACHER</u>
102	Mr. P. Goddard
103	Mr. T. Otremski
104	Mr. J. Cunningham
105	Mr. T. O'Donnell
112	Mr. W. Sworak
114	Mr. J. Milazzo
116	Mr. G. Ronzitti
118	Mr. A. Schwerdt
214	Miss M. Jeffers

Homeroom Substitutes - Mr. R. Black, Mr. D. Donovan, Mr. R. Linder, Mr. R. Romeo

# MEMO

THE DESK OF  
STEPHEN MONROE

October 1, 1973

To whom it may Concern:

The following members of  
the Lay Faculty at Nazareth H.S.  
Are no longer members of the Lay  
Faculty Association, Local 1261,  
A.F.T., A.F.L.\*C.I.O., effective  
November 1, 1973:

John A. Roache

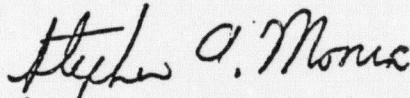
Joan Gallagher

Lydia Canale

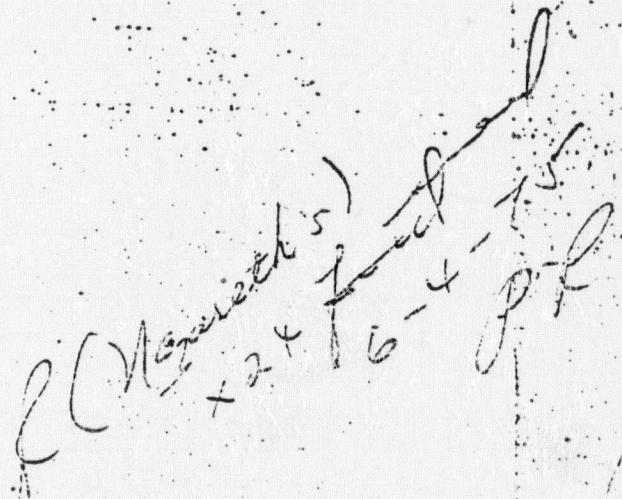
No dues is to be deducted  
from their salary after that date.

Thank you.

Sincerely,



Stephen A. Monroe  
Union Delegate



John K. Wuestman  
1125 East 59<sup>th</sup> St.  
Bklyn. N.Y. 11209  
Sept. 24, 1973

Long Island Association  
Local 1281

Associated with N.Y.S. United Teachers  
O.F.T.

O.F.L.-C.O

Gentlemen:

This letter is to inform you that I  
hereby decree my resignation from the  
Long Island Association, effective on the above  
date.

I trust that the above resignation will  
be honored and the appropriate steps be taken  
to ensure it.

I also withdraw authorization from the  
two check-off test. Thank you.

Sincerely,  
John K. Wuestman

4/28/73

Dear Mr. Mathew,

Effective immediately, I withdraw from the  
Long Island Association, Local 1261, of the United  
New York State Teachers.

I also withdraw my authority given for the  
deduction of union dues from my pay-check.

Sincerely,

Edward Bradley

Sunday - Sept 23, 1973

To Whom It May Concern,

Sir, this letter is to inform you of my decision to withdraw my membership from the Union, (L.F.A - 1261). My reasons are many; I regret I can not elaborate at this time.  
Therefore,

Respectfully yours,  
Lydie C. Canale



Nazareth High School

EAST 57TH STREET AND AVENUE D

BROOKLYN, NEW YORK 11203

October 1, 1973

To whom it may concern:

As of the anniversary date, November 1, 1973, I withdraw my membership in the AFL-CIO's local chapter of the AFT.

Jane V. Hill

September 24, 1973

Henry M. Gold Corporation  
District of Brooklyn

This is to inform that effective September 24, 1973 I hereby resign from the pay Faculty Association, New York State United Teachers, Inc., American Federation of Teachers (AFL-CIO) (Local 1261)

I also withdraw authorization for dues check-off to be taken out of my pay

Peter H. Blaney  
Nazareth High School

September 19, 1973

To whom it may concern:

Please be advised that as of Wednesday, September 19, 1973, I withdrew my membership from the Lay Faculty Association, Local 1261 of the A.F.L.-C.I.O.

Sincerely yours,  
Cecilia L. Kenyon

I do hereby withdraw  
from the Gay Faculty Association\*  
and request that union dues  
no longer be deducted from  
my salary.

James W. Wiliayzo  
9/14/73

\* effective Nov. 1

10/9/73  
9/23/73

To Whom It May Concern:

This letter attests that, as of the above date, I dissociate myself from the Lay Faculty Association (Local 1261, New York State United Teachers), the American Federation of Teachers, A.F.L.-C.I.O. and withdraw any authorization to subtract monies from my payroll for the purpose of union dues.

Thomas O'Donnell

Copies: S. Monroe

Bro. Matthew Burke, C.F.X.  
Grace Rabovsky

9/27/73

S. S. /s/

This is to inform you that, effective immediately,  
resigning from the Lay Faculty Association,  
sincere permission for the union to deduct dues  
my salary.

yours truly,  
John M. Schaefer

⑦

Robert Mistretta  
3402 Farragut Road  
Brooklyn N.Y. 11210

July 29, 1974

Lay Faculty Association  
Diocese of Brooklyn  
175-20 Wenford Terrace  
Jamaica Estates, New York 11432

Dear Sir:

This is to inform you that on this day I am withdrawing from the  
Lay Faculty Association.

Yours truly,

*Robert Mistretta*  
*Reganillo H.S.*

1704 Dorchester Road  
Brooklyn, New York 11226  
September 17, 1974

Mr. Steven Monroe  
Nazareth Regional H.S.  
East 57th Street & Avenue D  
Brooklyn, New York 11203

Dear Steve,

I wish to resign as a member of the Lay Faculty Association. Please drop me as a member of the union immediately.

I have given this matter serious consideration and have reached this decision on my own and with no assistance from any other person.

Thank you, Steve, for attending to this matter.

Very truly yours,

*Joseph Cordeiro*

72-18 72nd Place  
Glendale, New York, 11227  
September 23, 1974

Lay Faculty Association  
175-20 Wexford Terrace  
Jamaica, New York, 11432

Dear Steve,

Please be informed by this letter of my resignation from the Lay Faculty Association effective October 1, 1974.

I firmly feel that our faculty should have a strong local association or union which would:

- 1) have the near unanimous backing of the entire faculty
- 2) represent effectively the faculty before the Board of Trustees

At this time, I do not believe that the above two goals, which I feel to be critically important, can be reached under the status quo. In addition to this, I also feel that it is not a coincidence that no private school has ever been, nor desires in the near future, to be a member of the Lay Faculty Association of the Diocese of Brooklyn. Each independent school has its own interests and problems and furthermore, no school wants to be linked in any way with the strife-ridden diocesan system which seems destined to collapse within the next few years.

I would hope that you would reconsider your position and use your knowledge and expertise to aid in any attempts to organize a truly representative local faculty association at Nazareth Regional High School.

Sincerely,

Ron

Ronald Sme

cc: Bro. Matthew Burke, C.F.X.  
Mrs. Grace Kaoovsky

91 05 80 ST.  
Woodhaven, 11421  
New York  
Sept. 24, 1974

Mr. S. Monroe  
Lay Faculty Association  
Dioceses of Brooklyn  
Local of NYSUT

Dear Steve,

This is to inform you of my decision to resign my membership in the Lay Faculty Association. The reason for this is my disagreement with many of the union's policies and methods. I also do not wish to aid the parent organization in it's fight against aid to non-public schools.

Sincerely,

Edward G. Friedhoff

*Edward G. Friedhoff*

TO: Brother Matthew  
FROM: Mr. A.M. Forster  
DATE: 9/25/74  
RE: Personal decision

Dear Brother Matthew;

This is a brief note informing you that as of today I have resigned from the union known as the Lay Faculty Association for reasons which I feel are personal.

A registered letter containing my resignation was sent off today to the L.F.A. union headquarters.

Respectfully

*M.A.M. Forster*

Mr. A.M. Forster

64 - 29 79 St.  
Middle Village, N.Y.  
September 25, 1974

Mr. Stephen Monroe  
Lay Faculty Association  
Diocese of Brooklyn  
Local of NYSUT

Dear Steve,

This is to inform you of my decision to resign my membership in the Lay Faculty Association. The reason for this is my disagreement with many of the union's policies and methods. I also do not wish to aid the parent organization in its fight against aid to non-public schools.

Sincerely,  
Thomas E. Stremba  
Thomas E. Stremba

2032 East 35th Street  
Brooklyn, New York  
September 27, 1974

Mr. Stephen Monroe  
Lay Faculty Association  
Diocese of Brooklyn  
Local of NYSUT

Dear Steve,

This letter is to inform you of my desire to withdraw from the Lay Faculty Association. I find at this time that the union is no longer of any service to me nor is there agreement on my part with many of the union's policies.

Sincerely,

*William Burke*

William Burke

memorandum from....

DENNIS DONOVAN

Business Manager

Sept 30 1974

Dear Mr. Monroe:

Please remove my name  
from membership in the  
UFT (United Teachers)  
Lay Faculty Assn.

Thank you,  
Dennis J. Donovan

Bro Matthew Burke, C.F.X.  
Principal,  
Magrath Regional H.S.

